**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

*England*

**Q2:** What is the legal system of your jurisdiction?

*Common law*

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

*Respondent skipped this question*

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

*Yes*

**Q6:** Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

*Respondent skipped this question*

**Q7:** In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

*Respondent skipped this question*
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Respondent skipped this question

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement."Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

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Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

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Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

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Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Respondent skipped this question
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Belgium

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Costs

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)

- Enforcement would be contrary to public policy
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- The Foreign Judgment is not a “final Judgment”
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
The Hague Judgments Convention Survey

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

<table>
<thead>
<tr>
<th>Matter</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The status and legal capacity of natural persons</td>
<td>Agree</td>
</tr>
<tr>
<td>Maintenance obligations</td>
<td>Agree</td>
</tr>
<tr>
<td>Other family law matters</td>
<td>Agree</td>
</tr>
<tr>
<td>Wills and succession</td>
<td>Agree</td>
</tr>
<tr>
<td>Insolvency, composition and analogous matters</td>
<td>Agree</td>
</tr>
<tr>
<td>The carriage of passengers and goods</td>
<td>Disagree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims,</td>
<td>Disagree</td>
</tr>
<tr>
<td>general average, and emergency towage and salvage</td>
<td></td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Disagree</td>
</tr>
<tr>
<td>The validity, nullity, or dissolution of legal persons or</td>
<td>Agree</td>
</tr>
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<td>associations of natural or legal persons, and the validity of</td>
<td></td>
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<tr>
<td>decisions of their organs</td>
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<tr>
<td>The validity of entries in public registers</td>
<td>Disagree</td>
</tr>
<tr>
<td>Defamation</td>
<td>Disagree</td>
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<tr>
<td>Arbitration</td>
<td>Agree</td>
</tr>
<tr>
<td>Awards of exemplary or punitive damages that do not</td>
<td>Disagree</td>
</tr>
<tr>
<td>compensate a party for actual loss or harm suffered</td>
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</tbody>
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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

appeal proceedings on the merits opposed to limited appeal to the Supreme Court

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Express consent provided in writing either before or after proceedings in the court of origin have commenced

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Where the act causing the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:  

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence
Q21: Article 7(2) of the draft Judgments Convention states: “Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where: (a) the court of the Requested State was seised before the Court of Origin; and (b) there is a close connection between the dispute and the Requested State.” In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

PAGE 10: Article 11

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A complete and certified copy of the judgment

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address: h.bouarbah@liedekerke.com
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Greece

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Costs

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

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PAGE 5: Question 9

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Respondent skipped this question

PAGE 6: Article 5

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Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where: a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? **Respondent skipped this question**

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**PAGE 10: Article 11**

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**PAGE 11: Article 11b**

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Respondent skipped this question
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Switzerland

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Costs
- Other (please specify) Time!

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- The Foreign Judgment is not a “final Judgment”,
- The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Disagree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Disagree
- Nuclear damage: Disagree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Disagree
- The validity of entries in public registers: Agree
- Defamation: Disagree
- Arbitration: Disagree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Disagree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]
- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?
- Yes

PAGE 5: Question 9
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

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PAGE 6: Article 5

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- Express consent provided in writing either before or after proceedings in the court of origin have commenced

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No

PAGE 10: Article 11

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No

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Yes

PAGE 11: Article 11b

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Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

No
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

USA

**Q2:** What is the legal system of your jurisdiction?

Common law

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| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | Respondent skipped this question |
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Malta

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Other (please specify) not within the EU

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

No

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court
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Q8: Should a judgment be enforceable even if it was given in default of appearance?  
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Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure

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Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]
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Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? [Tick all that you agree with]

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Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

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PAGE 10: Article 11

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Respondent skipped this question

PAGE 11: Article 11b
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France

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
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Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy
- The Foreign Judgment is not a “final Judgment”,
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

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**PAGE 9: Article 7**

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Canada

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Common law

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Enforcement would be contrary to public policy
The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court

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PAGE 4: Article 4

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Yes

PAGE 5: Question 9

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- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure.
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

PAGE 6: Article 5

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PAGE 8: Article 5a(2)

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Yes,

If yes, please state your email address:
kathryn.mcculloch@dentons.com
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Luxembourg

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Demonstrating the competence of the court issuing the judgment
- Costs
- Other (please specify)
- Proof of service if default judgment is to be enforced

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Enforcement would be contrary to public policy

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Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

We know of "opposition" in case of a default judgment, and appeal in case of review by a second court
Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Express consent provided in writing either before or after proceedings in the court of origin have commenced

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Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question
Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin

PAGE 9: Article 7

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Yes

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Where you are seeking to enforce a court approved settlement, a certificate of a court of the state of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the state of origin
| Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? | Yes |
| Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? | Yes |

**PAGE 11: Article 11b**

<p>| Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] | Respondent skipped this question |
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | Yes, If yes, please state your email address: <a href="mailto:ftrevisan@bsp.lu">ftrevisan@bsp.lu</a> |</p>
<table>
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</tr>
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<tbody>
<tr>
<td>Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”</td>
<td>Canada</td>
</tr>
<tr>
<td>Q2: What is the legal system of your jurisdiction?</td>
<td>Other (please specify) Mainly common law- but Quebec is civil law.</td>
</tr>
<tr>
<td>Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
<td>Other (please specify) There is rarely difficulty in enforcing judgments in Canada.</td>
</tr>
<tr>
<td>Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)</td>
<td>Enforcement would be contrary to public policy, The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example), The Foreign Judgment is not a &quot;final Judgment&quot;, The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter</td>
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<tr>
<td>Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?</td>
<td>Yes</td>
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Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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<td>The carriage of passengers and goods</td>
<td>Disagree</td>
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<tr>
<td>Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage</td>
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<td>Arbitration</td>
<td>Agree</td>
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<tr>
<td>Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered</td>
<td>Agree</td>
</tr>
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</table>

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called.
- A determination of legal costs or expenses by a court.

Q8: Should a judgment be enforceable even if it was given in default of appearance?

No.
Q9: If yes (i.e., a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
- Proof of the defendant's receipt of the proceedings electronically
- Other (please specify)

I previously said "no", but beyond the presumptive position, some default judgments should be enforceable. I would add proof of service according to the standards of the defendant's home jurisdiction. And I would make it subject to a showing that the issuing court was a suitable forum.

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what "ordinary review" means in your jurisdiction? [Unlimited space for answer]

I would say "appeal" but the term "ordinary review" is not well understood

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? [Tick all that you agree with]

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced
Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? No

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example: In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? Other (please specify) Why is it being used?
Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: Where the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement? Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: Any other criteria or if you agree with more than one suggestion above please specify here: No

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: A complete and certified copy of the judgment

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Yes
Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Questions 15, 18 and 22 inappropriately force a choice (I hope I have those numbers right) and 13 is a bit wonky

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes, If yes, please state your email address: Janet@janet-walker.com
**Q1:** Please state your jurisdiction of reference (i.e., the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Q2:** What is the legal system of your jurisdiction?

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

---

| Q1 | Ukraine |
| Q2 | Civil law |
| Q3 | Costs |
| Q4 | Enforcement would be contrary to public policy, The Foreign Judgment is procedurally defective (e.g., proceedings not served correctly, for example), The Foreign Judgment is not a “final Judgment”, The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter |
| Q5 | No |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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</table>

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?  

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]  

Judgment is subject to appeal.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)  

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin.  

Express consent provided in writing either before or after proceedings in the court of origin have commenced.

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree that a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided.
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

No

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If the judgment was given by default, the original or certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party.

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

No

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

No

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address: dmarchukov@avellum.com
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Brazil

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Other (please specify)
Complying with material requirements such as violation of the Brazilian Public Order

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

Enforcement would be contrary to public policy,
The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example),
The Foreign Judgment is not a “final Judgment”,
The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court,
The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter,
Other (please specify) I

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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PAGE 3: Article 7

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Any decision on the merits given by a court, whatever it may be called

PAGE 4: Article 4

Q8: Should a judgment be enforceable even if it was given in default of appearance?

No

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Respondent skipped this question
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<td>No</td>
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<td><strong>Q11:</strong> Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]</td>
<td>Respondent skipped this question</td>
</tr>
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<td><strong>Q12:</strong> Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has &quot;expressly consented&quot;? (Tick all that you agree with)</td>
<td>The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin, Express consent provided in writing either before or after proceedings in the court of origin have commenced</td>
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<td><strong>Q13:</strong> Article 5(1)(f) of the draft Judgments Convention states: &quot;A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin.&quot; Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?</td>
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<td><strong>Q14:</strong> Article 5(1)(g) of the draft Judgments Convention states: &quot;A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State.&quot; Do you think that the hierarchy of criteria in this provision works?</td>
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<td><strong>Q15:</strong> Should the &quot;place of performance of the obligation&quot; be specifically defined, for example:</td>
<td>In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered</td>
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<td>Q16: Do you think that the concept of &quot;purposeful and substantial connection to the State&quot; is sufficiently well understood to be applied consistently by courts in your jurisdiction?</td>
<td>Yes</td>
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PAGE 7: Article 5a

| Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? | Respondent skipped this question |

PAGE 8: Article 5a(2)

| Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: | Where the harm occurred in the State of Origin |

PAGE 9: Article 7

| Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement? | Yes |

| Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including: | Defining its meaning by reference to rules of procedure in the court where the judgment originated |
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

No

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  

If the judgment was given by default, the original or certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party

Yes

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

No
<table>
<thead>
<tr>
<th>Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”</th>
<th>Mexico</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q2: What is the legal system of your jurisdiction?</td>
<td>Civil law</td>
</tr>
<tr>
<td>Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
<td>Demonstrating the competence of the court issuing the judgment</td>
</tr>
<tr>
<td>Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)</td>
<td>Enforcement would be contrary to public policy , The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example) , The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter</td>
</tr>
<tr>
<td>Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?</td>
<td>Yes</td>
</tr>
<tr>
<td>PAGE 2: Article 2</td>
<td>Respondent skipped this question</td>
</tr>
<tr>
<td>Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?</td>
<td>Respondent skipped this question</td>
</tr>
<tr>
<td>PAGE 3: Article 7</td>
<td>Respondent skipped this question</td>
</tr>
<tr>
<td>Q7: In your view, what type of &quot;Judgments&quot; should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]</td>
<td></td>
</tr>
</tbody>
</table>
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Respondent skipped this question

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Respondent skipped this question
Q14: Article 5(1)(g) of the draft Judgments Convention states: “A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant’s activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State.” Do you think that the hierarchy of criteria in this provision works?

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q15: Should the &quot;place of performance of the obligation&quot; be specifically defined, for example:</td>
<td>Respondent skipped this question</td>
</tr>
<tr>
<td>Q16: Do you think that the concept of &quot;purposeful and substantial connection to the State&quot; is sufficiently well understood to be applied consistently by courts in your jurisdiction?</td>
<td>Respondent skipped this question</td>
</tr>
</tbody>
</table>

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

<table>
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<tr>
<th>Question</th>
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</table>

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement?

<table>
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PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | Respondent skipped this question |
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

| Australia |

Q2: What is the legal system of your jurisdiction?

| Common law |

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

| Complying with formal requirements such as documents required, translation, certified copies |

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

| The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example) |

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

| Yes |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

The status and legal capacity of natural persons
Maintenance obligations
Other family law matters
Wills and succession
Insolvency, composition and analogous matters
The carriage of passengers and goods
Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage
Nuclear damage
The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs
The validity of entries in public registers
Defamation
Arbitration
Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Any decision on the merits given by a court, whatever it may be called
A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

No
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure

Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Appeal procedure as set out in the relevant Court Rules

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated

Yes

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

A complete and certified copy of the judgment

Yes

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

No
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”
Australia

Q2: What is the legal system of your jurisdiction?
Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)
- Complying with formal requirements such as documents required, translation, certified copies
- Torpedo actions
- Other (please specify)
- Cultural or institutional reticence to enforce foreign judgments against locals

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]
The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?
Yes
**Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?**

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<thead>
<tr>
<th>Matter</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
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<td>The status and legal capacity of natural persons</td>
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<td>Disagree</td>
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<td>Wills and succession</td>
<td>Agree</td>
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<tr>
<td>Insolvency, composition and analogous matters</td>
<td>Agree</td>
</tr>
<tr>
<td>The carriage of passengers and goods</td>
<td>Disagree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims,</td>
<td>Disagree</td>
</tr>
<tr>
<td>general average, and emergency towage and salvage</td>
<td></td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Disagree</td>
</tr>
<tr>
<td>The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs</td>
<td>Agree</td>
</tr>
<tr>
<td>The validity of entries in public registers</td>
<td>Agree</td>
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<tr>
<td>Arbitration</td>
<td>Agree</td>
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<tr>
<td>Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered</td>
<td>Agree</td>
</tr>
</tbody>
</table>

**Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]**

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

**Q8: Should a judgment be enforceable even if it was given in default of appearance?**

No
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

The best I could conceive is appeal as of right (only available for final judgements)

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PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- Other (please specify)
  - Contractual consent - however this raises a real inequality of bargaining power and public policy question

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

No
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?  

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  

Where you are seeking to enforce a court approved settlement, a certificate of a court of the state of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the state of origin

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

No,
If not, should there be a specific provision in which the requirements of authentication of certification are set out?
Yes we need some means to avoid fraud but the bar should not be ridiculously high
<table>
<thead>
<tr>
<th>Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]</th>
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Q1: Please state your jurisdiction of reference (i.e. the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Switzerland**

Q2: What is the legal system of your jurisdiction?

**Civil law**

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Demonstrating the competence of the court issuing the judgment

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)

- The Foreign Judgment is procedurally defective (e.g., proceedings not served correctly, for example)
- The Foreign Judgment is not a “final Judgment”

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

**Yes**
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance? Yes
**Q9:** If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

| **Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure** |
| **Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters** |

**Q10:** Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

| **Yes** |

**Q11:** Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

- ordinary appeal proceedings to second and third instance court

**PAGE 6: Article 5**

**Q12:** Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

| **The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin** |
| **Express consent provided in writing either before or after proceedings in the court of origin have commenced** |

**Q13:** Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

| **Yes** |
**Q14:** Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Yes

**Q15:** Should the "place of performance of the obligation" be specifically defined, for example:  

In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

**Q16:** Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

Yes

**Q17:** If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

**Q18:** Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Where the act causing the harm occurred in the State of Origin

PAGE 7: Article 5a

PAGE 8: Article 5a(2)

PAGE 9: Article 7
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Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Mauritius

Q2: What is the legal system of your jurisdiction?

Other (please specify)

The legal system is governed by principles derived from both English common law and the French Code Napoleon. Further, The Constitution of the Country established the separation of powers between the legislature, the executive and the judiciary and guaranteed the protection of the fundamental rights and freedom of the individual.

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Respondent skipped this question

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy,

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example),

The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question
Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question

PAGE 4: Article 4

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Respondent skipped this question

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Respondent skipped this question

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Respondent skipped this question

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Respondent skipped this question

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

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Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

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TURKEY

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

No
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Any decision on the merits given by a court, whatever it may be called.

Final judgments only (as opposed to interim measures of protection).

A determination of legal costs or expenses by a court.

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes.
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

**Respondent skipped this question**

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

**Respondent skipped this question**

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**Respondent skipped this question**

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PAGE 6: Article 5

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Respondent skipped this question

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

Respondent skipped this question

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Respondent skipped this question

PAGE 9: Article 7

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Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

The Netherlands

**Q2:** What is the legal system of your jurisdiction?

Civil law

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy,
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example),
- The Foreign Judgment is not a “final Judgment”,
- The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court,
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

No
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes
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<td><strong>Q11</strong></td>
<td>Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]</td>
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<td>Opposition to a default judgment (that is: reintroduction of the case in Court by the former defaulting party as well as his defense) or appeal</td>
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Yes

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Yes,

If not, why not?

Better: "(...) in a State in which performance of any obligation under the contract took place or (etc.), . Thus all courts in States where any performance took or should have taken place can give judgment on the contract as a whole. The last part of the Article should be left out as this - under the original text - would mean that parties could not obtain an enforceable judgment concerning obligations (to be) performed in a state to which their activities did not constitute a purposeful and substantial connection.

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Other (please specify)

it should refer to the treaties (esp. the Vienna Convention of the law of treaties ) under which this place should be determined making clear that those definitions should apply for the purpose of this treaty even if the states concerned where not members to those treaties.

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Other (please specify)  It should be eliminated.
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<td>Neither of the above (please specify) In both cases</td>
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<td>Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: &quot;Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence.&quot; Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?</td>
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<td>Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence</td>
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<td>Q21: Article 7(2) of the draft Judgments Convention states: &quot;Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State.&quot; In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?</td>
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Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

No,

If not, should there be a specific provision in which the requirements of authentication of certification are set out?

no

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address:
tubbergen@schaap.eu
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Netherlands

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
### Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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### Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

### Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes

### Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Appeal proceedings

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Express consent provided in writing either before or after proceedings in the court of origin have commenced

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

No, it should not be specifically defined

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes
Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

No
**PAGE 10: Article 11**

**Q22**: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- A complete and certified copy of the judgment

**Q23**: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

**Q24**: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

**Q25**: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

**Q26**: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

**PAGE 11: Article 11b**

**Q23**: Yes

**Q24**: Yes

**Q25**: Respondent skipped this question

**Q26**: Yes,  
If yes, please state your email address: pv@kiveld.nl
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Netherlands

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Other (please specify)
Enforcement would be contrary to public policy
The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy
The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Respondent skipped this question
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"?  (Tick all that you agree with)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?
Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement?

Respondent skipped this question

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question
## PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- [ ] Respondent skipped this question

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

- [ ] Respondent skipped this question

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

- [ ] Respondent skipped this question

## PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

- [ ] Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

- [ ] Respondent skipped this question
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Switzerland

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Demonstrating the competence of the court issuing the judgment

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- The Foreign Judgment is not a "final Judgment"
- The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court
- Other (please specify)
- The issuing court had no competence to issue the judgment.

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance? Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Proof of the defendant's receipt of the proceedings electronically

Other (please specify)

Proof of service by a method approved in the state where the defendant is domiciled.

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

This would be any form of appeal to the exclusion of a revision or a request for reconsideration.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Express consent provided in writing either before or after proceedings in the court of origin have commenced

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example: Other (please specify) As the place of performance is either determined by the parties' agreement or the law applicable to the contract, there seems to be no need for further definition.

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? No

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? By a specific definition in the draft Judgments Convention?

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: Where the act causing the harm occurred in the State of Origin

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

If not, do you consider that service should rather be effected formally? Yes. However it would be good to include new form of formal service by way of electronic means or facilitated service by publication if service cannot be effected within 6 months.

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Defining its meaning by reference to rules of procedure in the court where the judgment is being enforced

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State whereby) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

No

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

A complete and certified copy of the judgment

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

115 / 481
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,
If yes, please state your email address: sgioud@lalive.ch
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”.

Q2: What is the legal system of your jurisdiction?  
Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Q7: In your view, what type of “judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Any decision on the merits given by a court, whatever it may be called

Final judgments only (as opposed to interim measures of protection)
| **Q8:** Should a judgment be enforceable even if it was given in default of appearance? | **Respondent skipped this question** |
| **Q9:** If yes (i.e. a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with] | Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure, Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure |
| **Q10:** Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? | **Respondent skipped this question** |
| **Q11:** Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer] | **Respondent skipped this question** |
| **Q12:** Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with) | The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin, Express consent provided in writing either before or after proceedings in the court of origin have commenced |
| **Q13:** Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? | **Respondent skipped this question** |
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant’s activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced?

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | Respondent skipped this question |
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Netherlands

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

The Foreign Judgment is not a “final Judgment”,

The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
**Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?**

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**PAGE 3: Article 7**

**Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]**

- Final judgments only (as opposed to interim measures of protection)

**PAGE 4: Article 4**

**Q8: Should a judgment be enforceable even if it was given in default of appearance?**

*Respondent skipped this question*

**PAGE 5: Question 9**

**Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]**

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

the applicable statutory time limit for appealing against the relevant decision

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- Other (please specify)

NB With regard to the 1st: a defence not contesting jurisdiction

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Other (please specify) yes, both the 1st and the 2nd
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  
No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  
By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  
Where the act causing the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  
Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:  
Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Respondent skipped this question

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? Yes,
If yes, please state your email address: vanderplas@hocker.nl
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Spain

Q2: What is the legal system of your jurisdiction?  

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction?  
[Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Ordinary review could be confusing under Spanish procedural law, as under Spanish law reviews are classified as extraordinary and ordinary.

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with) [Respondent skipped this question]

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? [Respondent skipped this question]

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Q15: Should the "place of performance of the obligation" be specifically defined, for example: [Respondent skipped this question]
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  
Respondent skipped this question

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  
Respondent skipped this question

PAGE 8: Article 5a(2)

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Respondent skipped this question

PAGE 9: Article 7

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence."Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  
Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:  
Respondent skipped this question
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

**Respondent skipped this question**

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### PAGE 10: Article 11

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### PAGE 11: Article 11b

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Cyprus

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Respondent skipped this question

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

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Respondent skipped this question

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question

PAGE 2: Article 2

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Respondent skipped this question

PAGE 3: Article 7

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Respondent skipped this question

PAGE 4: Article 4
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Respondent skipped this question

PAGE 5: Question 9

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Q11: Please specify what “ordinary review” means in your jurisdiction?  [Unlimited space for answer]

PAGE 6: Article 5

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PAGE 7: Article 5a

PAGE 8: Article 5a(2)

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

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Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Respondent skipped this question
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

United States

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Costs, Torpedo actions

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)

Enforcement would be contrary to public policy, The Foreign Judgment is not a “final Judgment”

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question
Q8: Should a judgment be enforceable even if it was given in default of appearance?  

RESPONDENT SKIPPED THIS QUESTION

Q9: If yes (i.e., a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

RESPONDENT SKIPPED THIS QUESTION

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

RESPONDENT SKIPPED THIS QUESTION

Q11: Please specify what "ordinary review" means in your jurisdiction? [Unlimited space for answer]

RESPONDENT SKIPPED THIS QUESTION

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

RESPONDENT SKIPPED THIS QUESTION

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

RESPONDENT SKIPPED THIS QUESTION
Q14: Article 5(1)(g) of the draft Judgments Convention states: “A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant’s activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State.” Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement?

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Respondent skipped this question

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Respondent skipped this question

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Respondent skipped this question

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Respondent skipped this question
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Q2:** What is the legal system of your jurisdiction?

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

<table>
<thead>
<tr>
<th>Matter</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The status and legal capacity of natural persons</td>
<td>Agree</td>
</tr>
<tr>
<td>Maintenance obligations</td>
<td>Agree</td>
</tr>
<tr>
<td>Other family law matters</td>
<td>Agree</td>
</tr>
<tr>
<td>Wills and succession</td>
<td>Agree</td>
</tr>
<tr>
<td>Insolvency, composition and analogous matters</td>
<td>Disagree</td>
</tr>
<tr>
<td>The carriage of passengers and goods</td>
<td>Agree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage</td>
<td>Agree</td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Agree</td>
</tr>
<tr>
<td>The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs</td>
<td>Agree</td>
</tr>
<tr>
<td>The validity of entries in public registers</td>
<td>Agree</td>
</tr>
<tr>
<td>Defamation</td>
<td>Agree</td>
</tr>
<tr>
<td>Arbitration</td>
<td>Agree</td>
</tr>
<tr>
<td>Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered</td>
<td>Agree</td>
</tr>
</tbody>
</table>

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? 

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Respondent skipped this question

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  
Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  
In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  
Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  
Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  
Where the act causing the harm occurred in the State of Origin
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Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

No
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Russia

**Q2:** What is the legal system of your jurisdiction?

Civil law

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Respondent skipped this question

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

Respondent skipped this question

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Respondent skipped this question

**Q6:** Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

**Q7:** In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question
Q8: Should a judgment be enforceable even if it was given in default of appearance?

**Respondent skipped this question**

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

**Respondent skipped this question**

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

**Respondent skipped this question**

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

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Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Respondent skipped this question
| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | Russian Federation |
| Q2: What is the legal system of your jurisdiction? | Civil law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Complying with formal requirements such as documents required, translation, certified copies, Costs |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible] | Enforcement would be contrary to public policy, The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

| Matter                                                                 | Agreement/
|------------------------------------------------------------------------|----------------
| The status and legal capacity of natural persons                       | Disagree       
| Maintenance obligations                                                | Agree          
| Other family law matters                                               | Agree          
| Wills and succession                                                   | Agree          
| Insolvency, composition and analogous matters                           | Disagree       
| Marine pollution, limitation of liability for maritime claims,         | Agree          
| general average, and emergency towage and salvage                      |                
| Nuclear damage                                                         | Agree          
| The validity, nullity, or dissolution of legal persons or associations | Disagree       
| of natural or legal persons, and the validity of decisions of their    |                
| organs                                                                 |
| The validity of entries in public registers                            | Disagree       
| Defamation                                                             | Disagree       
| Arbitration                                                            | Disagree       
| Awards of exemplary or punitive damages that do not compensate a party | Disagree       
| for actual loss or harm suffered                                       |

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

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**Q10:** Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

**Q11:** Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

**Q12:** Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

**Q13:** Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

**Q14:** Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

**Q15:** Should the "place of performance of the obligation" be specifically defined, for example?

- No, it should not be specifically defined

**Q16:** Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

- No
Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes
Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

No

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,
If yes, please state your email address: alexander.nektorov@nsplaw.com
Q1: Please state your jurisdiction of reference (i.e., the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction.”

Liechtenstein

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Other (please specify)

Liechtenstein is only a member of the Hague Convention on child Support. As regards other civil claims, enforcement treaties only exist with Austria and Switzerland. However, Liechtenstein is a member on the New York convention on the Recognition and Enforcement of Arbitral Awards.

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

Enforcement would be contrary to public policy,

The Foreign Judgment is procedurally defective (e.g., proceedings not served correctly, for example),

The Foreign Judgment is not a “final Judgment”

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Disagree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Disagree
- Nuclear damage: Disagree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
- The validity of entries in public registers: Agree
- Defamation: Agree
- Arbitration: Agree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Respondent skipped this question
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what "ordinary review" means in your jurisdiction? [Unlimited space for answer]

A Review by any state court apart from the constitutional court. Complaints filed with the latter are considered as "extraordinary" remedies

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Express consent provided in writing either before or after proceedings in the court of origin have commenced

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

No,
If not, why not?
It leaves out other potential venues (residence of the defendant etc)

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? 

Yes

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Neither of the above (please specify) if would prefer to limit the recognition to contractual obligations

PAGE 9: Article 7

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? *Respondent skipped this question*

PAGE 10: Article 11

| Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: | Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin |
| Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? | Yes |
| Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? | No, If not, should there be a specific provision in which the requirements of authentication of certification are set out? Yes |

PAGE 11: Article 11b

| Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] | Respondent skipped this question |
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | Yes, If yes, please state your email address: zechberger@akrz-law.com |
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Canada, Ontario

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Demonstrating the competence of the court issuing the judgment

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question

PAGE 2: Article 2

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

PAGE 3: Article 7

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Respondent skipped this question

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

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Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement? **Respondent skipped this question**

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including: **Respondent skipped this question**

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? **Respondent skipped this question**

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**PAGE 10: Article 11**

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: **Respondent skipped this question**

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? **Respondent skipped this question**

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? **Respondent skipped this question**

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**PAGE 11: Article 11b**

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] **Respondent skipped this question**
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? (Respondent skipped this question)
| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | United States |
| Q2: What is the legal system of your jurisdiction? | Common law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Complying with formal requirements such as documents required, translation, certified copies |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible] | Enforcement would be contrary to public policy |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

<table>
<thead>
<tr>
<th>Matter</th>
<th>Agree/Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>The status and legal capacity of natural persons</td>
<td>Disagree</td>
</tr>
<tr>
<td>Maintenance obligations</td>
<td>Agree</td>
</tr>
<tr>
<td>Other family law matters</td>
<td>Agree</td>
</tr>
<tr>
<td>Wills and succession</td>
<td>Agree</td>
</tr>
<tr>
<td>Insolvency, composition and analogous matters</td>
<td>Disagree</td>
</tr>
<tr>
<td>The carriage of passengers and goods</td>
<td>Disagree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage</td>
<td>Disagree</td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Disagree</td>
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<td>The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs</td>
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<td>The validity of entries in public registers</td>
<td>Disagree</td>
</tr>
<tr>
<td>Defamation</td>
<td>Disagree</td>
</tr>
<tr>
<td>Arbitration</td>
<td>Disagree</td>
</tr>
<tr>
<td>Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered</td>
<td>Agree</td>
</tr>
</tbody>
</table>

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Respondent skipped this question
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Respondent skipped this question

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin.
- Express consent provided in writing either before or after proceedings in the court of origin have commenced.

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

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Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

No, it should not be specifically defined

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes
Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes
Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

<table>
<thead>
<tr>
<th>Document Description</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A complete and certified copy of the judgment</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address: areyes@wc.com
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”</td>
<td>Switzerland</td>
</tr>
<tr>
<td>Q2: What is the legal system of your jurisdiction?</td>
<td>Civil law</td>
</tr>
<tr>
<td>Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
<td>Complying with formal requirements such as documents required, translation, certified copies</td>
</tr>
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Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Agree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Agree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
- The validity of entries in public registers: Agree
- Defamation: Agree
- Arbitration: Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Agree

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Appeal that normally is available in commercial cases, with normally preventing the judgement from becoming final and enforceable before the appeals ruling

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin,
Express consent provided in writing either before or after proceedings in the court of origin have commenced

Yes

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Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered
### Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

### PAGE 7: Article 5a

**Q17:** If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

### PAGE 8: Article 5a(2)

**Q18:** Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the harm occurred in the State of Origin

### PAGE 9: Article 7

**Q19:** Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

No

**Q20:** Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

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Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

No

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin

Yes

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

No,  
If not, should there be a specific provision in which the requirements of authentication of certification are set out?  
Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,  
If yes, please state your email address: manuel.liatowitsch@swlegal.ch
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

irland

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Costs

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- The Foreign Judgment is not a "final Judgment"
- Enforcement would be contrary to public policy

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
The Hague Judgments Convention Survey

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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PAGE 3: Article 7

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

PAGE 4: Article 4

Q8: Should a judgment be enforceable even if it was given in default of appearance? Yes

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what "ordinary review" means in your jurisdiction? [Unlimited space for answer]

Respondent skipped this question

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes
**PAGE 7: Article 5a**

| Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? | Respondent skipped this question |

**PAGE 8: Article 5a(2)**

| Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: | Where the harm occurred in the State of Origin |

**PAGE 9: Article 7**

| Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement? | Yes |

| Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including: | Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence |

<p>| Q21: Article 7(2) of the draft Judgments Convention states: &quot;Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State.&quot; In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? | Yes |</p>
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<th>Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:</th>
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<td>Yes</td>
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<p>| Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] | Respondent skipped this question |
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | No |</p>
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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Under Spanish law there is a distinction between ordinary and extraordinary review. Hence this terminology might be confusing under Spanish law.

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Yes

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Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  
Yes

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  
Respondent skipped this question

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: 
Where the act causing the harm occurred in the State of Origin

PAGE 9: Article 7

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If not, do you consider that service should rather be effected formally?  
It sounds ambiguous. A reference to the law of origen and the rules thereby set may be easier.  

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:  
Defining its meaning by reference to rules of procedure in the court where the judgment originated
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

No

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Yes,  

If yes, please state your email address: mromero@perezlorca.com
### Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Spain**

### Q2: What is the legal system of your jurisdiction?

**Civil law**

### Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Other (please specify) Public policy

### Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- Enforcement would be contrary to public policy

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- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

### Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court’s local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

All recourses and appeals including cassation recourse at the Supreme Court, except challenges at the Constitutional Court for breach of fundamental rights.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

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No

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

PAGE 8: Article 5a(2)

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Yes

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The Netherlands

Q2: What is the legal system of your jurisdiction?

Civil law

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Complying with formal requirements such as documents required, translation, certified copies

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]  
Respondent skipped this question

PAGE 4: Article 4

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PAGE 5: Question 9

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PAGE 6: Article 5

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Respondent skipped this question
Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example: Respondent skipped this question

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Respondent skipped this question.

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Respondent skipped this question.

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question.

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Respondent skipped this question.

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Respondent skipped this question.

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Respondent skipped this question.

PAGE 11: Article 11b
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q25: Please set out any other comments on the draft Judgments Convention</td>
<td>Respondent skipped this question</td>
</tr>
<tr>
<td>that you would like to be considered. [Unlimited space for answer]</td>
<td></td>
</tr>
<tr>
<td>Q26: Do you want to be involved in the IBA Litigation Committee – The</td>
<td>Respondent skipped this question</td>
</tr>
<tr>
<td>Hague Judgment Committee Working Group?</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
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<tr>
<td>Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”</td>
<td>Romania</td>
</tr>
<tr>
<td>Q2: What is the legal system of your jurisdiction?</td>
<td>Civil law</td>
</tr>
<tr>
<td>Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
<td>Other (please specify) None of the above particularly. The duration of the enforcement procedures may be an issue sometimes but this is due to the specific workload of the courts</td>
</tr>
<tr>
<td>Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]</td>
<td>Enforcement would be contrary to public policy</td>
</tr>
<tr>
<td>Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Q6: **Do you agree that the following matters should be excluded from the scope of the Judgments Convention?**

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Agree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Agree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
- The validity of entries in public registers: Agree
- Defamation: Agree
- Arbitration: Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Disagree

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Q7: **In your view, what type of "Judgments" should be included within the scope of the Judgments Convention?** [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

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Q8: **Should a judgment be enforceable even if it was given in default of appearance?**

Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Ordinary appeal

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- Other (please specify)

The defendant has not raised the issue of lack of jurisdiction in the defense (or equivalent)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State."

Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Yes

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: A complete and certified copy of the judgment

Yes

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] Respondent skipped this question
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | Yes |
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Japan**

**Q2:** What is the legal system of your jurisdiction?

**Civil law**

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

**Respondent skipped this question**

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

**Respondent skipped this question**

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

**Respondent skipped this question**

**PAGE 2: Article 2**

**Q6:** Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

**Respondent skipped this question**

**PAGE 3: Article 7**

**Q7:** In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

**Respondent skipped this question**

**PAGE 4: Article 4**
**The Hague Judgments Convention Survey**

**Q8: Should a judgment be enforceable even if it was given in default of appearance?**

*Respondent skipped this question*

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**PAGE 5: Question 9**

**Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]**

*Respondent skipped this question*

**Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?**

*Respondent skipped this question*

**Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]**

*Respondent skipped this question*

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**PAGE 6: Article 5**

**Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)**

*Respondent skipped this question*

**Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?**

*Respondent skipped this question*
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

PAGE 7: Article 5a  

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

PAGE 8: Article 5a(2)  

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement?
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:  

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: 

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

*Respondent skipped this question*
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Q2: What is the legal system of your jurisdiction?

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]
### Q8: Should a judgment be enforceable even if it was given in default of appearance?

- **Respondent skipped this question**

### PAGE 5: Question 9

**Q9:** If yes (i.e., a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- **Respondent skipped this question**

**Q10:** Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

- **Respondent skipped this question**

**Q11:** Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

- **Respondent skipped this question**

### PAGE 6: Article 5

**Q12:** Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- **Respondent skipped this question**

**Q13:** Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree that a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

- **Respondent skipped this question**
Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Should the "place of performance of the obligation" be specifically defined, for example?

Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

"A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement? Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? Respondent skipped this question

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: Respondent skipped this question

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Respondent skipped this question

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? Respondent skipped this question

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Respondent skipped this question
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Spain

**Q2:** What is the legal system of your jurisdiction?

Civil law

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Other (please specify) It works quite good

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy, The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example) The Foreign Judgment is not a “final Judgment”

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

No
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Agree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Agree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
- The validity of entries in public registers: Agree
- Defamation: Agree
- Arbitration: Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Agree

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- A determination of legal costs or expenses by a court,
- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Respondent skipped this question
### Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?  

Yes

### Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]  

**Respondent skipped this question**

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### PAGE 6: Article 5

### Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)  

- Express consent provided in writing either before or after proceedings in the court of origin have commenced  
- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

---

### Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  

Yes

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### Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Yes

---

### Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

Yes

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Where the act causing the harm occurred in the State of Origin

PAGE 9: Article 7

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:  

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? Yes

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:
If the judgment was given by default, the original or certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? No
| Q1: Please state your jurisdiction of reference (i.e., the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | ITALY |
| Q2: What is the legal system of your jurisdiction? | Civil law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Complying with formal requirements such as documents required, translation, certified copies, Costs |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible] | Enforcement would be contrary to public policy, The Foreign Judgment is procedurally defective (e.g., proceedings not served correctly, for example), The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons | Agree
- Maintenance obligations | Agree
- Other family law matters | Agree
- Wills and succession | Agree
- Insolvency, composition and analogous matters | Agree
- The carriage of passengers and goods | Agree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage | Agree
- Nuclear damage | Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs | Agree
- The validity of entries in public registers | Agree
- Defamation | Agree
- Arbitration | Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered | Agree

PAGE 3: Article 7

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)

PAGE 4: Article 4

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- No

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Respondent skipped this question
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?
Q17: If not, (i.e., if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a judgment be eligible for recognition and enforcement?

Respondent skipped this question

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State were a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question
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**PAGE 11: Article 11b**

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<td><strong>Q26</strong>: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?</td>
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Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

ITALY

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Costs

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- Enforcement would be contrary to public policy

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons  
  Agree
- Maintenance obligations  
  Agree
- Other family law matters  
  Agree
- Wills and succession  
  Agree
- Insolvency, composition and analogous matters  
  Agree
- The carriage of passengers and goods  
  Agree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage  
  Agree
- Nuclear damage  
  Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs  
  Agree
- The validity of entries in public registers  
  Agree
- Defamation  
  Agree
- Arbitration  
  Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered  
  Agree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes

PAGE 5: Question 9
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

ANY KIND OF APPEAL OR REFORMATION REQUEST

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

No, it should not be specifically defined

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Where the harm occurred in the State of Origin
**Q19:** Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Yes

**Q20:** Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

- Defining its meaning by reference to rules of procedure in the court where the judgment originated

Yes

**Q21:** Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where\(a\) The court of the Requested State was seised before the Court of Origin; and\(b\) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Yes

**Q22:** Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin

**Q23:** Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Yes

**Q24:** Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Yes

**Q25:** Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address: carlorossello@bfplex.com
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

- Nederland

Q2: What is the legal system of your jurisdiction?

- Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Enforcement would be contrary to public policy

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

- Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure
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Q11: Please specify what "ordinary review" means in your jurisdiction? [Unlimited space for answer] Respondent skipped this question

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with) Respondent skipped this question

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Q15: Should the "place of performance of the obligation" be specifically defined, for example: In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? Respondent skipped this question
Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of “purposeful and substantial connection to the State” be defined?

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

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Respondent skipped this question
### PAGE 10: Article 11

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### PAGE 11: Article 11b

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<td><strong>Q2</strong>: What is the legal system of your jurisdiction?</td>
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<td><strong>Q3</strong>: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
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**Q7:** In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Other (please specify)

While I would say "yes" to the collective redress judgments, I see very problematic that they would be generally enforceable in other jurisdictions, which may not have such means. However, I understand that each State may declare a reserve or oppose to this particularly, so on the overall, I believe it convenient.

**Q8:** Should a judgment be enforceable even if it was given in default of appearance?

Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure.
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure.
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement."Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? [Tick all that you agree with]

- No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

In Spain, within civil matters, appeals are considered "ordinary remedies". An appeal before the Supreme Court or the Constitutional Court would be considered extraordinary remedies. This is more accurate in the latter case but the appeal before the Supreme Court never entails a third review of the merits, just a remedy of extraordinary errors or the wrong application of legal provisions without changing the assessment of the evidence as understood by the Court of Appeal (Audiencia Provincial). However, if successful the Supreme Court decision may change the result. As a consequence, even if it is understood as an extraordinary remedy internally, I believe that it should be considered "ordinary" for the Convention purposes as long as the Appeal decision is not final because it has been appealed to the Supreme Court, irrespective of the restrictions in this final instance.

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin.
Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example: In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? Respondent skipped this question

PAGE 7: Article 5a

PAGE 8: Article 5a(2)
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**Q24:** Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

**Yes**

**PAGE 11: Article 11b**

**Q25:** Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

**Respondent skipped this question**

**Q26:** Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

**Yes,**

If yes, please state your email address: mtorres@rodrigoabogados.com
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

The Netherlands

**Q2:** What is the legal system of your jurisdiction?

Civil law

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

- Enforcement would be contrary to public policy,
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example),
- The Foreign Judgment is not a “final Judgment”,
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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- Any decision on the merits given by a court, whatever it may be called.
- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?  

Yes

PAGE 3: Article 7

PAGE 4: Article 4

PAGE 5: Question 9
Q9: If yes (i.e., a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

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Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Ordinary review means that a regular legal remedy (e.g., appeal or cassation) is exercised against a judgment. If an appeal is lodged against a judgment, the enforcement of this judgment is suspended, as long as the judgment is not declared provisionally enforceable.

In the Netherlands the court may declare a judgment provisionally enforceable ("uitvoerbaar bij voorraad"). Provisional enforceability lifts the suspensive effect ("schorsende werking") of remedies, so enforcement remains possible. So if an appeal is lodged against a judgment that was declared provisionally enforceable, the enforcement of this judgment is not suspended.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

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Yes
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Yes

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In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin
**Q19:** Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Yes

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Yes

**Q22:** Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If you agree with more than one suggestion above please specify here:
All of the above: - A complete and certified copy of the judgment; - If the judgment was given by default, the original or certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party; - Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin; - Where you are seeking to enforce a court approved settlement, a certificate of a court of the state of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the state of origin.

**Q23:** Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

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No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

don't know

PAGE 6: Article 5

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- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- Other (please specify)
  - The defendant has appeared in the court of origin without raising the defense (early in the proceeding) that the court of origin lacks jurisdiction.

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No

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Other (please specify)
performance can also take place at the place from which the seller ships the goods (ex factory)

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

PAGE 8: Article 5a(2)

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Neither of the above (please specify)
That works only if you also define the concepts. Also, it might lead to forum shopping because the locations of some of the acts and omissions can be manipulated. P is injured in Germany and travels to the US for surgery, then dies of his injuries in the US. His heirs sue in the US (because the damages are presumably much higher there). Torts are tough to govern in an international convention. Not sure it can be done in a fair way. Foreseeability is important, and I don't know if you can achieve that.

PAGE 9: Article 7
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**Japan**

**Q2:** What is the legal system of your jurisdiction?

**Civil law**

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

**Respondent skipped this question**

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**Respondent skipped this question**

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

**Respondent skipped this question**

**PAGE 2: Article 2**

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**Respondent skipped this question**

**PAGE 3: Article 7**

**Q7:** In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

**Respondent skipped this question**

**PAGE 4: Article 4**
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
**Respondent skipped this question**

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings?  
[Tick all that you agree with]  
**Respondent skipped this question**

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?  
**Respondent skipped this question**

Q11: Please specify what “ordinary review” means in your jurisdiction?  
[Unlimited space for answer]  
**Respondent skipped this question**

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"?  
[Tick all that you agree with]  
**Respondent skipped this question**

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  
**Respondent skipped this question**
Q14: Article 5(1)(g) of the draft Judgments Convention states: “A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant’s activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State.” Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Respondent skipped this question

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Respondent skipped this question

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Respondent skipped this question

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? 

*Respondent skipped this question*
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Q2: What is the legal system of your jurisdiction?

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]
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Q15: Should the "place of performance of the obligation" be specifically defined, for example?

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

PAGE 7: Article 5a

PAGE 8: Article 5a(2)

PAGE 9: Article 7
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Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

*Respondent skipped this question*
| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | Germany |
| Q2: What is the legal system of your jurisdiction? | Civil law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Costs, Complying with formal requirements such as documents required, translation, certified copies, Other (please specify) Time is a major concern - outside the European Union, these proceedings tend to take very long |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible] | The Foreign Judgment is not a “final Judgment”, The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example), Enforcement would be contrary to public policy |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: **Do you agree that the following matters should be excluded from the scope of the Judgments Convention?**

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<td>Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered</td>
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Q7: **In your view, what type of “Judgments” should be included within the scope of the Judgments Convention?** [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: **Should a judgment be enforceable even if it was given in default of appearance?**

Yes

PAGE 5: Question 9
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

| Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure |
| Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters |
| Other (please specify) |

In my opinion, the two tests I ticked should apply cumulatively: Service must comply with the requirements of the state of origin AND with international standards as set out in the Convention.

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement. Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

The standard appeal procedures defined by the German Code of Civil procedure (Beschwerde, Berufung, Revision). The non-standard means of review (seeking leave of further appeal, constitutional complaints) are well-defined under German law.

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? [Tick all that you agree with]

| Express consent provided in writing either before or after proceedings in the court of origin have commenced |
| The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin |

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Q15: Should the "place of performance of the obligation" be specifically defined, for example: No, it should not be specifically defined

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Where the act causing the harm occurred in the State of Origin
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement? Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If you agree with more than one suggestion above please specify here:
I agree with suggestions one, two and four

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

It is about time!
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address:

p.bert@taylorwessing.com
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”  
Spain

Q2: What is the legal system of your jurisdiction?  
Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)
- Complying with formal requirements such as documents required, translation, certified copies
- Demonstrating the competence of the court issuing the judgment
- Costs, Torpedo actions

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]
- Enforcement would be contrary to public policy
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- The Foreign Judgment is not a “final Judgment”,
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?  
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- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

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- Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

It means review procedures while the judgment is not yet final.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? [Tick all that you agree with]

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

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- No
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Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Where the act causing the harm occurred in the State of Origin

PAGE 7: Article 5a

PAGE 8: Article 5a(2)

PAGE 9: Article 7
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No

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Yes

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  

If you agree with more than one suggestion above please specify here:  
I agree with 1 to 4.

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Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

No
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Austria

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

Respondent skipped this question

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Respondent skipped this question

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Other family law matters

Agree

Wills and succession

Agree

Insolvency, composition and analogous matters

Agree

The validity of entries in public registers

Agree

Arbitration

Agree

Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered

Agree
Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

- No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

- Respondent skipped this question

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced
### Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

### Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Respondent skipped this question

### Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

### Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes

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PAGE 7: Article 5a

### Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

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PAGE 8: Article 5a(2)
Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred.” In your view, should a Judgment be eligible for recognition and enforcement?

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement? 

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State.” In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If the judgment was given by default, the original or certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party
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</table>

**PAGE 11: Article 11b**

| Q25: **Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]** | Respondent skipped this question |
| Q26: **Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?** | No |
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

France

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Demonstrating the competence of the court issuing the judgment

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

The Foreign Judgment is not a “final Judgment”

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

The status and legal capacity of natural persons Agree

Maintenance obligations Agree

Other family law matters Agree

Wills and succession Agree

Insolvency, composition and analogous matters Agree

Nuclear damage Agree

Arbitration Agree
Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

PAGE 4: Article 4

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Other (please specify)

The Convention should, in my view, contain a list of methods which would be regarded as proper service and state that proof of service according to either of these methods would be sufficient (but also necessary)

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review" means in your jurisdiction? [Unlimited space for answer]

Respondent skipped this question

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Other (please specify)  
Substantial seems clear. Purposeful connection may be more difficult to understand and therefore apply
Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

- Neither of the above (please specify)
- It should be eligible to recognition / enforcement where either of the criteria is met

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

- Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

- Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State whereby) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

- No

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- If you agree with more than one suggestion above please specify here:
- Suggestions 1 to 4 are fine

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?
Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  
Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  
Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  
Yes,  
If yes, please state your email address: erwan.poisson@allenover.com
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Q2:** What is the legal system of your jurisdiction?

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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<td>Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage</td>
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<td>The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs</td>
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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer] there is no such animal. The term would be open to Interpretation.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with) Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? No, If not, why not? the third in unclear

Q15: Should the "place of performance of the obligation" be specifically defined, for example: In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided
Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: Where the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement? Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including: Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence
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Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- If you agree with more than one suggestion above please specify here: all of the above 4

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Yes,  
If yes, please state your email address: brand@redeker.de
**Q1:** Please state your jurisdiction of reference (i.e., the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”.  
**Answer:** Switzerland

**Q2:** What is the legal system of your jurisdiction?  
**Answer:** Civil law

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)  
- Complying with formal requirements such as documents required, translation, certified copies  
- Demonstrating the competence of the court issuing the judgment

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)  
- The Foreign Judgment is procedurally defective (e.g., proceedings not served correctly, for example)  
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**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?  
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<td>Marine pollution, limitation of liability for maritime claims,</td>
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**PAGE 3: Article 7**

**Q7:** In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
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**PAGE 4: Article 4**

**Q8:** Should a judgment be enforceable even if it was given in default of appearance?  

- Yes

**PAGE 5: Question 9**
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
- Proof of the defendant's receipt of the proceedings electronically

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? Yes

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Respondent skipped this question

PAGE 6: Article 5

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Q15: Should the "place of performance of the obligation" be specifically defined, for example: Respondent skipped this question

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: Where the act causing the harm occurred in the State of Origin
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Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

No
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Q2: What is the legal system of your jurisdiction?

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? (Tick all that apply; multiple answers possible)
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Respondent skipped this question

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant’s activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Respondent skipped this question

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Respondent skipped this question

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Respondent skipped this question

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Respondent skipped this question

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:  

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

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Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Respondent skipped this question
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Greece

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Other (please specify)
Compliance with Due Process requirements at the issuing Court

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
**Q10:** Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?  

Yes

**Q11:** Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Ordinary Legal Remedies (Appeal and Appeal in Cassation)

**Q12:** Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin.
- Express consent provided in writing either before or after proceedings in the court of origin have commenced.

**Q13:** Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  

Yes

**Q14:** Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Yes

**Q15:** Should the "place of performance of the obligation" be specifically defined, for example:  

No, it should not be specifically defined.
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<th>Q16: Do you think that the concept of &quot;purposeful and substantial connection to the State&quot; is sufficiently well understood to be applied consistently by courts in your jurisdiction?</th>
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**PAGE 7: Article 5a**

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**PAGE 8: Article 5a(2)**

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**PAGE 9: Article 7**

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PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- A complete and certified copy of the judgment

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? No
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

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**Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]**

- Any decision on the merits given by a court, whatever it may be called.
- A determination of legal costs or expenses by a court.

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**Q8: Should a judgment be enforceable even if it was given in default of appearance?**

Yes

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**PAGE 3: Article 7**

**PAGE 4: Article 4**

**PAGE 5: Question 9**
**Q9:** If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? (Tick all that you agree with)

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure.
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure.
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

**Q10:** Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

- Yes

**Q11:** Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

A review will normally only be by way of an Appeal. But in our jurisdiction an appeal is only permitted with leave of the court that issued the judgement or by the appellate court itself. Such appeals are by their very nature limited in scope and it is best for the provision of security to postpone enforcement.

**PAGE 6: Article 5**

**Q12:** Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

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Q15: Should the "place of performance of the obligation" be specifically defined, for example: In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? No

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? By a specific definition in the draft Judgments Convention?

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: Where the act causing the harm occurred in the State of Origin

PAGE 9: Article 7
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Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:  

Defining its meaning by reference to rules of procedure in the court where the judgment originated

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Yes

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  

If you agree with more than one suggestion above please specify here:  
It is important for defendants that deliberately avoid or refuse to acknowledge proceedings in the foreign court are not put in a more advantageous position than a party that has attended.

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

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Italy

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

Respondent skipped this question

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- The status and legal capacity of natural persons: Disagree
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- Other family law matters: Disagree
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PAGE 3: Article 7

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

PAGE 4: Article 4

Q8: Should a judgment be enforceable even if it was given in default of appearance? Yes

PAGE 5: Question 9
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure,

Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure,

Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters,

Proof of the defendant's receipt of the proceedings electronically.

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? Respondent skipped this question

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer] Respondent skipped this question

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with) Respondent skipped this question

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? Respondent skipped this question
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Q17: If not, (i.e., if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement?
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Respondent skipped this question

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Respondent skipped this question

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | Yes, |
| | If yes, please state your email address: giovanni.gigliotti@pavia-ansaldo.it |
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

England

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Other (please specify)

Need in countries without mutual recognition convention/treaty arrangements to start fresh proceedings

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

The Foreign Judgment is not a “final Judgment”,

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Enforcement would be contrary to public policy

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Agree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Agree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
- The validity of entries in public registers: Agree
- Defamation: Agree
- Arbitration: Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Disagree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court’s local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court’s local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
- Proof of the defendant’s receipt of the proceedings electronically

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Appeal

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- Other (please specify)

By demonstrating valid service and that a defendant did not then challenge jurisdiction
| Q13: Article 5(1)(f) of the draft Judgments Convention states: “A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin.” Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? | Yes |
| Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? | No, If not, why not? The parties’ chosen applicable law should come first. |
| Q15: Should the "place of performance of the obligation" be specifically defined, for example: | Other (please specify) A system of rebuttable presumptions would give flexibility to respond to particular factual situations. |
| Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? | Yes |
| Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? | Respondent skipped this question |
Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

- Where the act causing the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

- If not, do you consider that service should rather be effected formally?
  - Compliance with local law with regard to service should be a pre-requisite.

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

- Defining its meaning by reference to rules of procedure in the court where the judgment originated

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

- Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- If you agree with more than one suggestion above please specify here:
  - The first three should be mandatory. The fourth shouldn’t be required because the courts in the state of origin may well have no involvement at all in the settlement process.
| Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? | Yes |
| Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? | Yes |
| Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] | Respondent skipped this question |
| Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group? | No |
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

China

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Torpedo actions,
- Other (please specify)
- Very limited treaty basis for such enforcement actions.

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy,
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example),
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

No
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- The validity of entries in public registers: Agree
- Arbitration: Agree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance? Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement."Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer] Respondent skipped this question
Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

No

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example: Other (please specify)

The place of performance will be defined very differently. It will do immense good to define the most frequent contracts.

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? Other (please specify)

It should adds a comparative dimension: it should be the place which has a purposeful and the most significant relationship with the contract.
Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Neither of the above (please specify) Both, instead of "neither".

PAGE 9: Article 7

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Any other criteria or if you agree with more than one suggestion above please specify here:
Where the judgment is being enforced is not necessarily where the debtor is domiciled. I think this originating-enforcing dictomy missed an important point.

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If you agree with more than one suggestion above please specify here:
all the four

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes
Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Respondent skipped this question
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

The Netherlands

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy,
The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
**Respondent skipped this question**

**PAGE 5: Question 9**

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]  
**Respondent skipped this question**

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement. Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?"  
**Respondent skipped this question**

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]  
**Respondent skipped this question**

**PAGE 6: Article 5**

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)  
**Respondent skipped this question**

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  
**Respondent skipped this question**
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? **Respondent skipped this question**

Q15: Should the "place of performance of the obligation" be specifically defined, for example: **Respondent skipped this question**

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? **Respondent skipped this question**

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? **Respondent skipped this question**

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement? **Respondent skipped this question**

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

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Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Respondent skipped this question
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

China

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Torpedo actions
- Other (please specify)
- Time and uncertainty

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

Respondent skipped this question

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

No

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

<table>
<thead>
<tr>
<th>Matter</th>
<th>Agree</th>
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<tr>
<td>The status and legal capacity of natural persons</td>
<td>Agree</td>
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<tr>
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</table>
Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
- Other (please specify)

If a bilateral or multilateral treaty has a more flexible requirement on services, that should be permitted as well.

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

In China, civil matters are heard by the courts with two instances and the judgment of second instance is final, but a party may still request a leave to appeal after that still. Should “ordinary review” includes the “leave to appeal” proceeding?
Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

No

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

No,

If not, why not?
The last criteria leaves the plaintiff too much liberality in picking a jurisdictional uncomfortable for the defendant. "under the law applicable to the contract" may cause circular reasoning if the jurisdiction, and thus the private intenional rules, are uncertain.

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

Other (please specify)
It would do good to define the most important and common types.

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?
Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Neither of the above (please specify) Both!

PAGE 9: Article 7

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

No

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Any other criteria or if you agree with more than one suggestion above please specify here:
The originating-enforcing dictomy missed the point that in most cases the service should be directed to the place where the defendant is domiciled.

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

No

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If you agree with more than one suggestion above please specify here:
All above

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes
<table>
<thead>
<tr>
<th>Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?</th>
<th>Yes</th>
</tr>
</thead>
</table>

**PAGE 11: Article 11b**

<table>
<thead>
<tr>
<th>Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]</th>
<th>Respondent skipped this question</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?</th>
<th>No, If yes, please state your email address: <a href="mailto:hu.ke@jingtian.com">hu.ke@jingtian.com</a></th>
</tr>
</thead>
</table>
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**BELIZE**

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Torpedo actions

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy,
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Disagree
- Other family law matters: Disagree
- Wills and succession: Disagree
- Insolvency, composition and analogous matters: Disagree
- The carriage of passengers and goods: Disagree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Disagree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Disagree
- The validity of entries in public registers: Disagree
- Defamation: Agree
- Arbitration: Disagree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Disagree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes

PAGE 3: Article 7

PAGE 4: Article 4

PAGE 5: Question 9
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

It COULD mean an appeal with the appellate court having jurisdiction over law and facts with full power to reverse. But it could also mean some other type of judicial review by a different or higher court or tribunal with a limited jurisdiction. So it is unclear what the term means.

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- Other (please specify)
- Proof of service, and if the procedural rules of the state of the Court of Origin provides that failure to acknowledge service after a specified period will constitute consent to the jurisdiction

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example: In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: Where the act causing the harm occurred in the State of Origin
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<td></td>
</tr>
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<td>Define its meaning by reference to rules of procedure in the court where the judgment originated</td>
<td></td>
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<td>Yes</td>
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**PAGE 10: Article 11**

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<td>Where you are seeking to enforce a court approved settlement, a certificate of a court of the state of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the state of origin</td>
<td></td>
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<td><strong>Q23</strong>: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?</td>
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<td>No</td>
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**PAGE 11: Article 11b**
Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  
Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  
Yes
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Nigeria

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Costs, Torpedo actions

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy, The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example), The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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</tr>
<tr>
<td>The carriage of passengers and goods</td>
<td>Disagree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims,</td>
<td>Disagree</td>
</tr>
<tr>
<td>general average, and emergency towage and salvage</td>
<td></td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Disagree</td>
</tr>
<tr>
<td>The validity, nullity, or dissolution of legal persons or associations</td>
<td>Agree</td>
</tr>
<tr>
<td>of natural or legal persons, and the validity of decisions of their organs</td>
<td></td>
</tr>
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<td>The validity of entries in public registers</td>
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<td>for actual loss or harm suffered</td>
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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?

No
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure.
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.
- Proof of the defendant's receipt of the proceedings electronically.

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

It includes appeals and "judicial review" (Certiorari, Prohibition, etc.) processes.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin.
- Express consent provided in writing either before or after proceedings in the court of origin have commenced.

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

No, I do not think that the qualification "in the absence of an agreed place of performance" is necessary.

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

No, it should not be specifically defined

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes

PAGE 7: Article 5a

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

PAGE 8: Article 5a(2)

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin

PAGE 9: Article 7
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Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? Yes.

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: If you agree with more than one suggestion above please specify here: Bullets 1, 2 & 4.

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? Respondent skipped this question

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? No, If not, should there be a specific provision in which the requirements of authentication of certification are set out? No.

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,
If yes, please state your email address:
Julius.Ejikonye@shell.com
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Russia

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Other (please specify)
Absence of international conventions and Absence of reciprocity

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

Enforcement would be contrary to public policy, Other (please specify) Absence of grounds for recognition (no treaty/reciprocity)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
**Respondent skipped this question**

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]  
**Respondent skipped this question**

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement."Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?  
**Respondent skipped this question**

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]  
**Respondent skipped this question**

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)  
**Respondent skipped this question**

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  
**Respondent skipped this question**
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

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Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

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Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: **Respondent skipped this question**

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? **Respondent skipped this question**

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced? **Respondent skipped this question**

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? **Respondent skipped this question**

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? **Respondent skipped this question**

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] **Respondent skipped this question**
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Respondent skipped this question
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<th>Cyprus</th>
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<tbody>
<tr>
<td>Q2: What is the legal system of your jurisdiction?</td>
<td>Common law</td>
</tr>
<tr>
<td>Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
<td>Complying with formal requirements such as documents required, translation, certified copies</td>
</tr>
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<td>Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]</td>
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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

That wording is not available in my jurisdiction. I interpret it to mean 'appeal'

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

| Yes |

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

| Other (please specify) |
| Yes it should be defined as the two examples provided here |

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

| No |

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

| By a specific definition in the draft Judgments Convention? |

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

| Where the act causing the harm occurred in the State of Origin |
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence. Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:  

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  

If you agree with more than one suggestion above please specify here:  
All of the above

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

No

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address:

hadjisoteriou@kyprianou.com.cy
| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | Ireland |
| Q2: What is the legal system of your jurisdiction? | Common law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Complying with formal requirements such as documents required, translation, certified copies |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible] | The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example) |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Disagree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Disagree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Disagree
- The validity of entries in public registers: Agree
- Defamation: Disagree
- Arbitration: Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Agree

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]
- Any decision on the merits given by a court, whatever it may be called: possible answers possible
- A determination of legal costs or expenses by a court: possible

Q8: Should a judgment be enforceable even if it was given in default of appearance?
- Yes
### Q9: If yes (i.e., a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court’s local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court’s local rules of procedure

### Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

- No

### Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

"Appeal"

### PAGE 6: Article 5

### Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- Other (please specify)
- Production of contract/agreement with jurisdiction clause (be it exclusive or even non-exclusive).

### Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

- Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

No,

If not, why not?

Is this clause mixing up choice of jurisdiction and choice of law? For eg:- A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was (i) given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, (ii) GIVEN IN THE STATE SEISED IN ACCORDANCE WITH JURISDICTION CLAUSE under the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State."

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred."

In your view, should a Judgment be eligible for recognition and enforcement:

Neither of the above (please specify) where the act causing the harm occurred in a Contracting State.
### Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Yes

### Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

### Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question
Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Question 20 was not a yes or no answer.

It should be Mandatory.

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

No
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

India

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Demonstrating the competence of the court issuing the judgment
- Other (please specify)

My jurisdiction recognises superior courts of only certain jurisdictions as being ‘competent’ courts. These do not include US courts and courts of most European states. Further, delays in enforcement proceedings due to court backlogs and wide discretion with judges to grant adjournments and continuances.

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- The Foreign Judgment is not a “final Judgment”,
- The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Respondent skipped this question
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer] Respondent skipped this question

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with) The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin, Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example: In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered
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<td>Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of &quot;purposeful and substantial connection to the State&quot; be defined?</td>
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Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State whereas) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  
Yes

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  
Where you are seeking to enforce a court approved settlement, a certificate of a court of the state of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the state of origin

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  
No

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  
Yes

PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  
Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  
Yes,  
If yes, please state your email address: abhishek@atlaw.co.in
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Peru

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes

PAGE 2: Article 2
### Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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### Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- A determination of legal costs or expenses by a court
- Final judgments only (as opposed to interim measures of protection)
- Any decision on the merits given by a court, whatever it may be called

### Q8: Should a judgment be enforceable even if it was given in default of appearance?

Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?
Q15: Should the "place of performance of the obligation" be specifically defined, for example:

| Respondent skipped this question |

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

| Respondent skipped this question |

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| Respondent skipped this question |

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| Respondent skipped this question |

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?

| Respondent skipped this question |

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

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Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?
| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | USA - New York and New Jersey |
| Q2: What is the legal system of your jurisdiction? | Common law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Complying with formal requirements such as documents required, translation, certified copies, Costs |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible) | The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example) |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes
### Q9
If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure

### Q10
Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

- No

### Q11
Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

**Respondent skipped this question**

### Q12
Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

### Q13
Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

- Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

| Respondent | 
| --- | --- |
| Yes | 

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

| In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided |

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

| Yes | 

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

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| Where the harm occurred in the State of Origin | 

PAGE 7: Article 5a

PAGE 8: Article 5a(2)

PAGE 9: Article 7
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|   | Yes |

### Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

|   | Defining its meaning by reference to rules of procedure in the court where the judgment is being enforced |

### Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

|   | Yes |

### PAGE 10: Article 11

#### Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

#### Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

|   | Yes |

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|   | Yes |

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Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

| germany |

Q2: What is the legal system of your jurisdiction?

| Civil law |

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

| Costs, Torpedo actions |

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

| The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example) |
| Enforcement would be contrary to public policy |

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- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?  

No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

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Respondent skipped this question

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Respondent skipped this question

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Respondent skipped this question
**PAGE 10: Article 11**

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**PAGE 11: Article 11b**

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England

Q2: What is the legal system of your jurisdiction?

Common law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Costs

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)

- Enforcement would be contrary to public policy
- The Foreign Judgment is not a “final Judgment”

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

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Respondent skipped this question

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Respondent skipped this question

PAGE 5: Question 9

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PAGE 6: Article 5

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California, USA

**Q2:** What is the legal system of your jurisdiction?

Common law

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Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court’s local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court’s local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Statutory time for appeal

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has “expressly consented”? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? Yes

| Q15: Should the "place of performance of the obligation" be specifically defined, for example: | No, it should not be specifically defined |
| Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction? | No |

PAGE 7: Article 5a

| Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? | By a specific definition in the draft Judgments Convention? |

PAGE 8: Article 5a(2)

| Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: | Where the act causing the harm occurred in the State of Origin |

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?  

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If you agree with more than one suggestion above please specify here:
A complete and certified copy of the judgment, and, if the judgment was by default, a certified copy of the document establishing proper service/notice

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

No,
If not, should there be a specific provision in which the requirements of authentication of certification are set out?
Yes
<table>
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<tr>
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<td>Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?</td>
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Q1: Please state your jurisdiction of reference (i.e., the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction.”  
Costa Rica

Q2: What is the legal system of your jurisdiction?  
Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)  
Other (please specify)  
Delay in the handling of the enforcement proceeding (exequatur)

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)  
Enforcement would be contrary to public policy  
The Foreign Judgment is procedurally defective (e.g., proceedings not served correctly, for example)  
The Foreign Judgment is not a “final Judgment”

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?  
Yes

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?  

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<td>Agree</td>
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</table>
Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance? Yes

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court’s local rules of procedure

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement.” Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer] Respondent skipped this question

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- Express consent provided in writing either before or after proceedings in the court of origin have commenced
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Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Defining its meaning by reference to rules of procedure in the court where the judgment is being enforced

Yes

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Respondent skipped this question

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Respondent skipped this question

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Respondent skipped this question

PAGE 11: Article 11b
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<td>Singapore</td>
</tr>
<tr>
<td>Q2: What is the legal system of your jurisdiction?</td>
<td>Common law</td>
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<tr>
<td>Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
<td>Other (please specify) Absence of laws allowing / promoting reciprocal enforcement.</td>
</tr>
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<td>Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]</td>
<td>The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court, Enforcement would be contrary to public policy</td>
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<td>Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?</td>
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<td>Wills and succession</td>
<td>Disagree</td>
</tr>
<tr>
<td>Insolvency, composition and analogous matters</td>
<td>Disagree</td>
</tr>
<tr>
<td>The carriage of passengers and goods</td>
<td>Disagree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims,</td>
<td>Disagree</td>
</tr>
<tr>
<td>general average, and emergency towage and salvage</td>
<td></td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Disagree</td>
</tr>
<tr>
<td>The validity, nullity, or dissolution of legal persons or</td>
<td>Disagree</td>
</tr>
<tr>
<td>associations of natural or legal persons, and the validity of</td>
<td></td>
</tr>
<tr>
<td>decisions of their organs</td>
<td></td>
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<tr>
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<td>Arbitration</td>
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Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?  

Yes

PAGE 3: Article 7

PAGE 4: Article 4

PAGE 5: Question 9
Q9: If yes (i.e., a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court’s local rules of procedure
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Respondent skipped this question

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- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

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Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

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Where the act causing the harm occurred in the State of Origin
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Specifying an appropriate time period between service of the proceedings and obtaining judgment in default of a defence

Yes

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where: a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

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Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,

If yes, please state your email address: ej.kronenburg@braddellbrothers.com
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”  

**The Netherlands**

**Q2:** What is the legal system of your jurisdiction?  

**Civil law**

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter
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**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

**Yes**

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**PAGE 2: Article 2**
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Disagree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Disagree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
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- Arbitration: Disagree
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Appeal or Cassasion

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PAGE 7: Article 5a

PAGE 8: Article 5a(2)

PAGE 9: Article 7
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Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Respondent skipped this question
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Macedonia**

**Q2:** What is the legal system of your jurisdiction?

**Civil law**

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? (Tick all that apply; multiple answers possible)

- Enforcement would be contrary to public policy
- The Foreign Judgment is not a "final Judgment"

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

**Yes**
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Disagree
- Maintenance obligations: Disagree
- Other family law matters: Disagree
- Wills and succession: Disagree
- Insolvency, composition and analogous matters: Disagree
- The carriage of passengers and goods: Disagree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Agree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Disagree
- The validity of entries in public registers: Disagree
- Defamation: Disagree
- Arbitration: Disagree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Disagree

Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Respondent skipped this question
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?  

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]  

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)  

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant’s activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?
**The Hague Judgments Convention Survey**

**PAGE 7: Article 5a**

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

*Respondent skipped this question*

**PAGE 8: Article 5a(2)**

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin

**PAGE 9: Article 7**

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by "a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where,a) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes
**Q22**: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- A complete and certified copy of the judgment

**Q23**: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

- Yes

**Q24**: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

- Yes

**PAGE 11: Article 11b**

**Q25**: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

- Respondent skipped this question

**Q26**: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

- No
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

**Q2:** What is the legal system of your jurisdiction?

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | Italy |
| Q2: What is the legal system of your jurisdiction? | Civil law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Complying with formal requirements such as documents required, translation, certified copies |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible] | Enforcement would be contrary to public policy, The Foreign Judgment is not a “final Judgment” |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: **Do you agree that the following matters should be excluded from the scope of the Judgments Convention?**

<table>
<thead>
<tr>
<th>Matter</th>
<th>Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The status and legal capacity of natural persons</td>
<td>Agree</td>
</tr>
<tr>
<td>Maintenance obligations</td>
<td>Agree</td>
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<tr>
<td>Other family law matters</td>
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<td>Wills and succession</td>
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<td>Insolvency, composition and analogous matters</td>
<td>Agree</td>
</tr>
<tr>
<td>The carriage of passengers and goods</td>
<td>Disagree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage</td>
<td>Agree</td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Agree</td>
</tr>
<tr>
<td>The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs</td>
<td>Agree</td>
</tr>
<tr>
<td>The validity of entries in public registers</td>
<td>Agree</td>
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<tr>
<td>Defamation</td>
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<td>Arbitration</td>
<td>Agree</td>
</tr>
<tr>
<td>Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered</td>
<td>Agree</td>
</tr>
</tbody>
</table>

Q7: **In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]**

- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court

Q8: **Should a judgment be enforceable even if it was given in default of appearance?**

Yes

Q9: **If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]**

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
### Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

**No**

### Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

**Respondent skipped this question**

### Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin [Yes]

### Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

**Yes**

### Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

**Yes**

### Q15: Should the "place of performance of the obligation" be specifically defined, for example:

- No, it should not be specifically defined

### Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

**Yes**
<table>
<thead>
<tr>
<th>Page</th>
<th>Article</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE 7</td>
<td>Article 5a</td>
<td>Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of &quot;purposeful and substantial connection to the State&quot; be defined?</td>
<td>Respondent skipped this question</td>
</tr>
<tr>
<td>PAGE 8</td>
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</tr>
<tr>
<td>PAGE 9</td>
<td>Article 7</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:</td>
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<td>Q21: Article 7(2) of the draft Judgments Convention states: &quot;Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State.&quot; In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

- Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

- Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

- Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

- Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

- Yes,
  If yes, please state your email address: carlo.portadino@studiotosetto.it
| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | FRANCE |
| Q2: What is the legal system of your jurisdiction? | Civil law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Costs |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible] | Enforcement would be contrary to public policy, The Foreign Judgment is not a "final Judgment" |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Disagree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Agree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
- The validity of entries in public registers: Agree
- Defamation: Agree
- Arbitration: Disagree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Agree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- A determination of legal costs or expenses by a court

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes

PAGE 5: Question 9
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
- Proof of the defendant's receipt of the proceedings electronically

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Mere appeal before a court of appeal against a decision rendered by a lower court.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin
- Express consent provided in writing either before or after proceedings in the court of origin have commenced

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?  

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:  

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?  

Yes

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?  

Respondent skipped this question

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:  

Neither of the above (please specify)  
Do not understand the question

PAGE 9: Article 7
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement?  

Yes

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:  

Defining its meaning by reference to rules of procedure in the court where the judgment is being enforced

Yes

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?  

Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  

If you agree with more than one suggestion above please specify here:  
All of the above.

Yes

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

Respondent skipped this question
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  No
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Japan

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Respondent skipped this question

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

Respondent skipped this question

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Respondent skipped this question

Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

Respondent skipped this question

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

Respondent skipped this question
Q8: Should a judgment be enforceable even if it was given in default of appearance?  
Respondent skipped this question

PAGE 5: Question 9

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]  
Respondent skipped this question

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement."Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?  
Respondent skipped this question

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]  
Respondent skipped this question

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)  
Respondent skipped this question

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?  
Respondent skipped this question
Q14: Article 5(1)(g) of the draft Judgments Convention states: “A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant’s activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State.” Do you think that the hierarchy of criteria in this provision works?

Q15: Should the "place of performance of the obligation" be specifically defined, for example?

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

PAGE 7: Article 5a

PAGE 8: Article 5a(2)

PAGE 9: Article 7
| Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence. Do you consider that service "in sufficient time and in such a way as to enable him to arrange for his defence" is a sufficient ground to allow recognition or enforcement? | Respondent skipped this question |
| Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence", including: | Respondent skipped this question |
| Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? | Respondent skipped this question |

PAGE 10: Article 11

| Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: | Respondent skipped this question |
| Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? | Respondent skipped this question |
| Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? | Respondent skipped this question |

PAGE 11: Article 11b

| Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] | Respondent skipped this question |
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

Respondent skipped this question
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Japan

**Q2:** What is the legal system of your jurisdiction?

Civil law

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
- Costs

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]

- Enforcement would be contrary to public policy
- The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)
- The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

- The status and legal capacity of natural persons: Agree
- Maintenance obligations: Agree
- Other family law matters: Agree
- Wills and succession: Agree
- Insolvency, composition and analogous matters: Agree
- The carriage of passengers and goods: Agree
- Marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage: Agree
- Nuclear damage: Agree
- The validity, nullity, or dissolution of legal persons or associations of natural or legal persons, and the validity of decisions of their organs: Agree
- The validity of entries in public registers: Agree
- Defamation: Disagree
- Arbitration: Agree
- Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered: Agree

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called,
- Final judgments only (as opposed to interim measures of protection),
- A determination of legal costs or expenses by a court,
- Judgments rendered in proceedings for collective redress

Q8: Should a judgment be enforceable even if it was given in default of appearance?

No
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Appeal to the court of second instance and final appeal.

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin,
Express consent provided in writing either before or after proceedings in the court of origin have commenced

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes
<table>
<thead>
<tr>
<th>Q15: Should the &quot;place of performance of the obligation&quot; be specifically defined, for example:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No, it should not be specifically defined</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q16: Do you think that the concept of &quot;purposeful and substantial connection to the State&quot; is sufficiently well understood to be applied consistently by courts in your jurisdiction?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAGE 7: Article 5a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of &quot;purposeful and substantial connection to the State&quot; be defined?</td>
</tr>
<tr>
<td>Respondent skipped this question</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAGE 8: Article 5a(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q18: Article 5(1)(j) of the draft Judgments Convention states: &quot;A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred.&quot; In your view, should a Judgment be eligible for recognition and enforcement:</td>
</tr>
<tr>
<td>Neither of the above (please specify) Neither of the above (please specify)</td>
</tr>
<tr>
<td>Both of the above, provided, however, that with respect to the first item (i.e., where the harm occurred in the State of Origin) if the occurrence of the harm in the State of Origin was ordinarily unforeseeable a Judgment should not be eligible for recognition and enforcement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAGE 9: Article 7</th>
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</thead>
<tbody>
<tr>
<td>Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: &quot;Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence.&quot; Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?</td>
</tr>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any other criteria or if you agree with more than one suggestion above please specify here: Any other criteria or if you agree with more than one suggestion above please specify here:</td>
</tr>
<tr>
<td>I think it is varied with country and so practically difficult to define or generalize the time period or way to enable the defendant to arrange for his defence. I think it is varied with country and so practically difficult to define or generalize the time period or way to enable the defendant to arrange for his defence.</td>
</tr>
</tbody>
</table>
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If you agree with more than one suggestion above please specify here:
All documents above, although Japan currently does not have such procedure as a certificate of a court of the state of origin stated in the fourth item.

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

- Q6.2.II.k) Defamation
  Under the given options we could exclude only defamation among the choices of freedom of expression to be excluded, but we think that more aspects of freedom of expression should be excluded, yet the choices for those were not provided.

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes,
If yes, please state your email address: osamu.inoue@ushijima-law.gr.jp
<table>
<thead>
<tr>
<th>Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”</th>
<th>USA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q2: What is the legal system of your jurisdiction?</td>
<td>Common law</td>
</tr>
<tr>
<td>Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)</td>
<td>Demonstrating the competence of the court issuing the judgment</td>
</tr>
<tr>
<td>Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? [Tick all that apply; multiple answers possible]</td>
<td>The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)</td>
</tr>
<tr>
<td></td>
<td>Enforcement would be contrary to public policy</td>
</tr>
<tr>
<td>Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?</td>
<td>Yes</td>
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Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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<td>Disagree</td>
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<tr>
<td>The carriage of passengers and goods</td>
<td>Disagree</td>
</tr>
<tr>
<td>Marine pollution, limitation of liability for maritime claims,</td>
<td>Disagree</td>
</tr>
<tr>
<td>general average, and emergency towage and salvage</td>
<td></td>
</tr>
<tr>
<td>Nuclear damage</td>
<td>Agree</td>
</tr>
<tr>
<td>The validity, nullity, or dissolution of legal persons or</td>
<td>Disagree</td>
</tr>
<tr>
<td>associations of natural or legal persons, and the validity of</td>
<td></td>
</tr>
<tr>
<td>decisions of their organs</td>
<td></td>
</tr>
<tr>
<td>The validity of entries in public registers</td>
<td>Agree</td>
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<td>Agree</td>
</tr>
<tr>
<td>Awards of exemplary or punitive damages that do not</td>
<td>Agree</td>
</tr>
<tr>
<td>compensate a party for actual loss or harm suffered</td>
<td></td>
</tr>
</tbody>
</table>

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Final judgments only (as opposed to interim measures of protection)

Q8: Should a judgment be enforceable even if it was given in default of appearance?

- Yes
Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court's local rules of procedure
- Proof of service of proceedings by a method approved in the state where the judgment is to be enforced and according to the enforcing court's local rules of procedure
- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

No

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Appeal from a final judgment; not post-judgment motions at the trial court

PAGE 6: Article 5

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- Express consent provided in writing either before or after proceedings in the court of origin have commenced
- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes
Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

No, if not, why not?
It depends on too many debateable terms to offer much certainty, if that is the goal.

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

No, it should not be specifically defined.

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

Yes.

Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

Respondent skipped this question.

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Neither of the above (please specify)
Unclear why it has to be one of the other as opposed to two alternatives.
Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement? **Respondent skipped this question**

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: **Respondent skipped this question**

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? **Respondent skipped this question**

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced: **Respondent skipped this question**

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention? **Respondent skipped this question**

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)? **Respondent skipped this question**

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer] **Respondent skipped this question**
Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

[42x733] Respondent skipped this question
| Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction” | Germany |
| Q2: What is the legal system of your jurisdiction? | Civil law |
| Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply) | Complying with formal requirements such as documents required, translation, certified copies, Torpedo actions |
| Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible] | Enforcement would be contrary to public policy, The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example) |
| Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention? | Yes |
### Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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<tr>
<td>Awards of exemplary or punitive damages that do not compensate a party for actual loss or harm suffered</td>
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</tbody>
</table>

### Q7: In your view, what type of “Judgments” should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- A determination of legal costs or expenses by a court
- Final judgments only (as opposed to interim measures of protection)

### Q8: Should a judgment be enforceable even if it was given in default of appearance?

- No

### Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Respondent skipped this question
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

All legal means available for reviewing the judgement both on procedure and on the merits.

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

No.

If not, why not?
Wording is unclear as to "under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State"

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

No, it should not be specifically defined

Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No
Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined? By a specific definition in the draft Judgments Convention?

Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement: Where the act causing the harm occurred in the State of Origin

Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement? Respondent skipped this question

Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including: Respondent skipped this question

Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State wherea) The court of the Requested State was seised before the Court of Origin; andb) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory? Respondent skipped this question
### PAGE 10: Article 11

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:  

- Respondent skipped this question

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?  

- Respondent skipped this question

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?  

- Respondent skipped this question

### PAGE 11: Article 11b

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]  

- Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?  

- Respondent skipped this question
**Q1:** Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”  
Ukraine

**Q2:** What is the legal system of your jurisdiction?  
Civil law

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)  
Demonstrating the competence of the court issuing the judgment

**Q4:** In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]  
The Foreign Judgment is inconsistent with a Judgment given by the enforcing Court in a dispute between the same parties and relating to the same subject matter

The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example)

**Q5:** The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?  
Yes
Q6: **Do you agree that the following matters should be excluded from the scope of the Judgments Convention?**

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- Final judgments only (as opposed to interim measures of protection)

Q8: **Should a judgment be enforceable even if it was given in default of appearance?**

- Yes

Q9: **If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings?** [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction? Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

"Ordinary review" generally means an appellate review of the judgement of the first instance that did not enter into force.

---

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant's failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied? Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works? Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example: Other (please specify)

In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered. In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided.
### Q16: Do you think that the concept of "purposeful and substantial connection to the State" is sufficiently well understood to be applied consistently by courts in your jurisdiction?

No

### Q17: If not, (ie if you think that this concept is not sufficiently well understood to be applied consistently by courts in your jurisdiction), should the concept of "purposeful and substantial connection to the State" be defined?

By a specific definition in the draft Judgments Convention?

### Q18: Article 5(1)(j) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a non-contractual obligation arising from the death, physical injury, damage to or loss of tangible property, and the act or omission directly causing such harm occurred in the State of Origin, irrespective of where that harm occurred." In your view, should a Judgment be eligible for recognition and enforcement:

Where the act causing the harm occurred in the State of Origin

### Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: "Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence." Do you consider that service “in sufficient time and in such a way as to enable him to arrange for his defence” is a sufficient ground to allow recognition or enforcement?

Yes

### Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:

Defining its meaning by reference to rules of procedure in the court where the judgment originated
Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Yes

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

If you agree with more than one suggestion above please specify here:
- A complete and certified copy of the judgment
- If the judgment was given by default, the original or certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party
- Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin
- Where you are seeking to enforce a court approved settlement, a certificate of a court of the state of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the state of origin

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

Yes
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

   Germany

Q2: What is the legal system of your jurisdiction?

   Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

   Complying with formal requirements such as documents required, translation, certified copies

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client's jurisdiction? [Tick all that apply; multiple answers possible]

   Enforcement would be contrary to public policy

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

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PAGE 3: Article 7

Q7: In your view, what type of "Judgments" should be included within the scope of the Judgments Convention? [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called
- Final judgments only (as opposed to interim measures of protection)
- A determination of legal costs or expenses by a court

PAGE 4: Article 4

Q8: Should a judgment be enforceable even if it was given in default of appearance?  

Yes

PAGE 5: Question 9
Q9: If yes (i.e., a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

- Proof of service of proceedings by a method approved in the state where the judgment originated and according to the originating court’s local rules of procedure.
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Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement. Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Berufung, Beschwerde, Revision, Nichtzulassungsbeschwerde - “ordinary” types of appeal, no exceptional means of appeal (e.g. constitutional complaints)

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? [Tick all that you agree with]

- The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin.
- Express consent provided in writing either before or after proceedings in the court of origin have commenced.

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<td>It should be considered whether (for certain contracts) the place of performance should also be decisive for the jurisdiction on counter-performance (e.g. the place of performance of an obligation to deliver goods is also decisive for the contractual obligation to pay the purchase price). Alternatively, it may be considered whether in case of payment claims, the place of performance shall always be the place of residence of the party that is supposed to make the payment.</td>
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| No |

PAGE 7: Article 5a

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PAGE 8: Article 5a(2)

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Yes,

If yes, please state your email address: david.buntenbroich@dlapiper.com
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**PAGE 3: Article 7**

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**PAGE 4: Article 4**

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No,

If not, why not?
Since it leaves a number of possible cases where courts in different states would be eligible to rule a judgment and hierarchy of criteria does not give a clear guide for this.

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In the case of the sale of goods, the place where, under the contract, the goods were delivered or should have been delivered

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**Switzerland**

**Q2:** What is the legal system of your jurisdiction?

**Civil law**

**Q3:** In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

- Complying with formal requirements such as documents required, translation, certified copies
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</table>

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**PAGE 3: Article 7**

**Q7:** **In your view, what type of "Judgments" should be included within the scope of the Judgments Convention?** [Tick all that apply; multiple answers possible]

- Any decision on the merits given by a court, whatever it may be called

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**PAGE 4: Article 4**

**Q8:** **Should a judgment be enforceable even if it was given in default of appearance?**

- Yes

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**PAGE 5: Question 9**

**Q9:** **If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings?** [Tick all that you agree with]

- Proof of service in accordance with The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
Q10: Article 4(4) of the draft Judgments Convention states: "If a Judgment is the subject of review in the State of Origin or if the time limit for seeking ordinary review has not expired, the court addressed may grant recognition or enforcement upon the provision of security, postpone recognition or enforcement; or refuse recognition or enforcement." Do you think that the concept of what constitutes an "ordinary review" is commonly understood in your jurisdiction?

Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

review in law and in facts

Q12: Article 5(1)(e) provides that a judgment is enforceable if the defendant expressly consented to the jurisdiction of the court of origin. How should a party seeking to enforce a judgment be required to prove that a defendant has "expressly consented"? (Tick all that you agree with)

The defendant has submitted a defence (or equivalent) in the proceedings in the court of origin

Yes

Q13: Article 5(1)(f) of the draft Judgments Convention states: "A Judgment is eligible for recognition and enforcement if the defendant entered an appearance before the Court of Origin without contesting jurisdiction at the first opportunity to do so, if the defendant would have had an arguable case that there was no jurisdiction or that jurisdiction should not be exercised under the law of the State of Origin." Do you agree think a defendant’s failure to contest jurisdiction in the Court of Origin at the first opportunity to do so, as contemplated by this provision, should lead to recognition and enforcement of the Judgment, assuming other requirements are satisfied?

Yes

Q14: Article 5(1)(g) of the draft Judgments Convention states: "A judgment is eligible for recognition and enforcement if the judgment ruled on a contractual obligation and it was given in the State in which performance of that obligation took place or should have taken place under the parties' agreement, or, in the absence of an agreed place of performance, under the law applicable to the contract, unless the defendant's activities in relation to the transaction clearly did not constitute a purposeful and substantial connection to that State." Do you think that the hierarchy of criteria in this provision works?

Yes

Q15: Should the "place of performance of the obligation" be specifically defined, for example:

In the case of the provision of services, the place where, under the contract, the services were provided or should have been provided
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
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<td>Q19: Article 7(1)(a)(i) of the draft Judgments Convention states: &quot;Recognition or enforcement may be refused if a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence.&quot; Do you consider that service &quot;in sufficient time and in such a way as to enable him to arrange for his defence&quot; is a sufficient ground to allow recognition or enforcement?</td>
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<td>Q20: Should the Judgments Convention explicitly set out what is meant by “a document which instituted the proceedings or an equivalent document, including a statement of the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence”, including:</td>
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Q21: Article 7(2) of the draft Judgments Convention states: "Recognition or enforcement may be refused or postponed if proceedings between the same parties on the same subject matter are pending before a Court of the Requested State where: a) The court of the Requested State was seised before the Court of Origin; and b) There is a close connection between the dispute and the Requested State." In your view, should the requirement that the Requested State (i.e., the enforcing Court) postpone recognition or enforcement in this situation be optional (as drafted) or mandatory?

Respondent skipped this question

Q22: Article 11(1) sets out the documents that a party needs to produce to the court where it is seeking to enforce a judgment. Do you agree that the following documents should be produced:

| Any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin |

Q23: Should there be a specific form to complete when applying to a court for enforcement, which is annexed to the convention?

Yes

Q24: Should there be a specific provision to exempt documents from requirements of authentication or certification, such as legalisation or other analogous formalities (see e.g. Article 18 of the 2005 Choice of Court Convention)?

Yes

Q25: Please set out any other comments on the draft Judgments Convention that you would like to be considered. [Unlimited space for answer]

Respondent skipped this question

Q26: Do you want to be involved in the IBA Litigation Committee – The Hague Judgment Committee Working Group?

No
Q1: Please state your jurisdiction of reference (ie the jurisdiction where you are qualified to enforce or defend the enforcement of a foreign judgment). This jurisdiction will be referred to thereafter as “your jurisdiction”

Mexico

Q2: What is the legal system of your jurisdiction?

Civil law

Q3: In your experience, what practical difficulties most often arise when you are involved in enforcing a judgment (given in your own jurisdiction) in another jurisdiction? (Tick all that apply)

Demonstrating the competence of the court issuing the judgment

Q4: In your experience, which arguments have you relied upon most often to prevent a Foreign Judgment that you believe is erroneous or inappropriately obtained from being enforced in your own / your client’s jurisdiction? (Tick all that apply; multiple answers possible)

Enforcement would be contrary to public policy,
The Foreign Judgment is procedurally defective (eg proceedings not served correctly, for example),
The merits of the Foreign Judgment (including its findings of fact) may be reviewed and overturned by the enforcing Court

Q5: The Judgments Convention is intended to apply to cases where The Hague Convention on Choice of Court Agreements 2005 does not apply. Do you think that this should be specifically set out in the Judgments Convention?

Yes
Q6: Do you agree that the following matters should be excluded from the scope of the Judgments Convention?

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- No

Q9: If yes (ie a judgment should be enforceable even if it was given in default of appearance), how should the person seeking to enforce the judgment be required to demonstrate that the judgment debtor had notice of the proceedings? [Tick all that you agree with]

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Yes

Q11: Please specify what “ordinary review” means in your jurisdiction? [Unlimited space for answer]

Those recourses that any person can file prior to file a Constitutional Recourse (amparo)

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PAGE 7: Article 5a

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PAGE 8: Article 5a(2)

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PAGE 9: Article 7

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PAGE 10: Article 11

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PAGE 11: Article 11b

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