法院选择协议

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《2016年法院选择协议法》在新加坡实施2005年6月30日的《海牙法院选择协议公约》。如果国际商事合同的当事人排他性地选择了某一缔约国的法院，新加坡法院必须中止违反该协议提起的诉讼，并必须承认和执行被选择法院作出的判决。[1]该公约的缔约方包括欧盟、英国、墨西哥、黑山和乌克兰。截至2026年6月30日，瑞士并非缔约国。因此，在与瑞士当事人订立的合同中排他性地选择新加坡法院，在新加坡依该法发生效力。在瑞士，它仅依PILA第5条发生效力。该条规定，对外国法院的选择应予承认，除非该选择属于滥用。[2]

注释

1. Choice of Court Agreements Act 2016，ss 11–13（新加坡法院的义务）及 Part 3（承认与执行）。↩
2. PILA（SR 291）第5条，关于法院选择协议。瑞士既未签署2005年《海牙公约》，也未签署2019年《海牙判决公约》。↩

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