Regulation BIa: a standard for free circulation of judgments and mutual trust in the European Union (JUDGTRUST)

QUESTIONNAIRE
for National Reports

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HUNGARY

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CHAPTER I

Application of the Regulation – in general

1. Are judgments applying the Brussels Ia Regulation and its predecessor(s) rendered in all instances (first, appellate and in cassation) published? Are they available online?

   Yes, they are.

   All court judgments are available online at www.birosag.hu and in various commercial legal databases (Jogkódex, Complex). However, court orders, that is, decisions that do not decide in the merits of the case, are not publicly available. This implies that if a court declines jurisdiction and terminates the procedure, the decision will have the form of a court order and will not be published, while if it establishes jurisdiction it will render a judgment and, hence, the decision will be published.

2. Has the CJEU case law generally provided sufficient guidance/assistance for the judiciary when applying the Brussels Ia Regulation?

   Yes, the case-law is generally considered to be detailed and there are quite a few commentaries in Hungarian language that provide a source.

3. Which changes introduced in the Brussels Ia Regulation are perceived as improvements and which are viewed as major shortcomings likely to imply difficulties in application – experience in practice and prevailing view in the literature in your jurisdiction?

   There was no general criticism in Hungary against the amendments.

4. Taking into consideration the practice/experience/difficulties in applying the Regulation in your jurisdiction and the view expressed in the literature, what are suggestions for improvement?

   There was no general criticism in Hungary against the amendments.

5. Has there been a tension between concepts under national law and the principle of 'autonomous interpretation' when applying the provisions of the Regulation?

I am not aware of such issues. It has to be noted that Hungarian national rules of jurisdiction are conceptually in harmony with Regulation BIa.

As a specific issue, it should be noted in this regard that Hungarian courts, under Hungarian conflicts rules, had the tendency of taking a restrictive approach as to choice-of-court agreements. According to Section 62/F(1) of the Hungarian Act on Private International Law[1] *– counterpart of Article 25 of Regulation BIa, "[i]n case of property matters, the parties may stipulate that the courts of a particular state or a particular court has jurisdiction to settle their dispute or their disputes arising from a particular legal relationship." In Case reported as BH 2004. 153, the contract stipulated the exclusive jurisdiction of "the Brussels courts" ("any legal dispute connected to the contract and/or related to its interpretation, performance, termination or cancellation comes under exclusive Brussels jurisdiction or before the Brussels courts"). The Supreme Court held that this stipulation is not legally enforceable as it is not in conformity with Section 62/F(1) of the Hungarian Act on Private International Law, which enables the parties to choose either the courts of a particular state or a particular court, and the choice of Brussels courts comes under none of these categories. The parties were expected to choose either Belgian courts or to name a specific Belgian court. It is hoped that Hungarian courts will not follow this approach as to Regulation BIa, although the statutory language of the two instruments is similar.*

EU private international law had an impact on the handling of matters falling outside the scope of EU conflicts rules. By way of example, while, under Hungarian law, recognition and enforcement presupposes reciprocity, in Case Pf.20218/2013/8, the High Court of Appeal of Debrecen, disregarded this requirement when it had to decide on the recognition of the judgment of another Member State in a subject not covered in Hungary by any EU private international law instrument (matrimonial property). Absent an international treaty providing otherwise, foreign judgments in pecuniary matters can be recognized and enforced in Hungary only if there is reciprocity. However, the court seems to have disregarded this requirement as to a judgment of a sister-state, stressing that due to the principle of mutual trust the recognition court

[1] Law-Decree 13 of 1979 on private international law.

may, in principle, not review the jurisdiction of the court rendering the judgment and recognition may be rejected only exceptionally.

6. The majority of the rules on jurisdiction in the Regulation refer to a Member State and not to a particular competent court. Has the application of national rules on territorial jurisdiction caused difficulties in the application of the Regulation?

No such issue emerged. In Hungarian law international jurisdiction (which state's courts have the right to proceed), competence (which level in the court system is authorized to proceed as to a given subject-matter) and venue (territorial competence) are clearly distinguished concepts in Hungarian procedural law.

7. Has it occurred or may it occur that there is no competent court according to the national rules on jurisdiction in your Member State, thereby resulting in a 'negative conflict of jurisdiction'? If so, how has this issue been addressed?

It is theoretically possible that no Hungarian court has territorial competence (venue) in a matter that comes under the jurisdiction of Hungarian courts.

8. Are the rules on relative and territorial competence regulated in the same legislative act or are instead contained in different statutory laws (e.g., Code of Civil Procedure and statutory law on organisation of judiciary or other statute)?

The rules on territorial competence (venue) are included in the Code of Civil Procedure. The Hungarian rules on international jurisdiction are included in the Act on Private International Law.

Substantive scope

9. Has the delineation between court proceedings and arbitration led to particular problems in your Member State? If yes, please give examples. Please explain whether the clarification in the Recast (Recital 12) has proved helpful and/or has changed the practice in your Member State.

   No such problems emerged in the context of Regulation BIa.

10. Has the delineation between "civil and commercial proceedings" on the one hand and "insolvency proceedings" on the other hand led to particular problems in your Member State? If yes, please give examples. Please, explain whether the latest case law of the CJEU (e.g., C-535/17, *NK v BNP Paribas Fortis NV*) has been helpful or has created extra confusion.

    I am not aware of such case-law.

11. Is there case law in your Member State on the recognition and enforcement of court settlements? If yes, please provide information about these.

    I am not aware of such case-law.

12. Is there case law in your Member State on the recognition and enforcement of authentic instruments? If yes, please provide information about these.

    I am not aware of such case-law.

Definitions

13. Have the courts in your jurisdiction encountered difficulties when applying the definitions provided in Article 2? If yes, how are these problems dealt with? Is there any controversy in the literature concerning (some of) these definitions?

    In Case Gfv.IX.30.186/2010, reported as EH 2010.2237, the Supreme Court applied Regulation BIa to an administrative authority's termination of a

sponsorship contract, as the authority did not act in its capacity as a public authority.

14. Whilst largely taking over the definition of a 'judgment' provided in Article 32 of the Regulation Brussels I, the Recast in Article 2 widens its scope so as to expressly include certain decisions on provisional measures within the definition of a 'judgment' in Article 2(a) for the purposes of the recognition and enforcement. What is the prevailing view in the literature or jurisprudence in your jurisdiction on the appropriateness of the definition of 'judgment'?

There has been no criticism on the issue.

15. Within the context of including certain decisions on provisional measures in the definition of a 'judgment', how is 'jurisdiction as to the substance of the matter' to be understood/interpreted – jurisdiction actually exercised or jurisdiction that can be established according to the rules of the Regulation?

I cannot report on any case-law in this regard.

16. Should a decision on provisional measure issued by a court of a Member State, that could base its jurisdiction on the substance of the matter according to the Regulation's rules, be considered as a 'judgment' for the purposes of enforcement in your jurisdiction, when no proceedings on the merits of the case have yet been initiated? If the claim on the substance of the matter is subsequently filed with a court in another Member State also having jurisdiction under the Regulation, how would that reflect on the request for enforcement in your Member State of the 'judgment' issuing the provisional measure?

I cannot report on any case-law in this regard.

17. When deciding on the enforcement of a decision issuing a provisional measure, are the courts in your jurisdiction permitted to review the decision of the court of a Member State confirmed by the certificate that the court has jurisdiction as to the substance of the matter? What is the prevailing view on this point?

I cannot report on any case-law in this regard.

18. Has the definition of the 'judgment' and the 'court or tribunal' attracted particular attention in your jurisdiction (e.g., raising issues similar to those in CJEU case C-551/15, *Pula Parking d.o.o. v Sven Klaus Tederahn*)?

I cannot report on any case-law in this regard.

CHAPTER II

Personal scope (scope *ratione personae*)

19. The Recast introduces a number of provisions aimed at further improving the procedural position of 'weaker' parties. Thus, it widens the scope of application *ratione personae* so as to enable consumers and employees to rely on the protective provisions of the Regulation against non-EU 'stronger party' defendants (Article 6(1) referring to, *inter alia*, 18(1) and 21(2)). Are there any statistics available illustrating an increased number of suit actions filed by consumers and/or employees in your jurisdiction?

No statistics is available. Anecdotal evidence suggests that such cases are very rare.

20. As to the scope of application *ratione personae*, has it been dealt with in case law or discussed in the literature whether Article 26 applies regardless of the domicile of the defendant, considering that Article 6 does not specifically refer to Article 26?

I cannot report on any case-law in this regard.

21. In a similar vein, what is the prevailing view in your jurisdiction on whether provisions on *lis pendens* contained in Articles 29 and 30 apply regardless of the domicile of the defendant? Is the fact that a court of a Member State has been seised first the only relevant/decisive factor for the court second seised to stay its proceedings or does the obligation to stay persist only if the court first seised has jurisdiction according to the Regulation (with respect to the claim falling within the substantive, *ratione personae* and temporal scope of Regulation's application)?

I cannot report on any case-law in this regard.

Temporal scope

22. Have your courts or other authorities had difficulties with the temporal scope of the Brussels Ia Regulation? E.g., have they found it clear when the abolition of *exequatur* applies and when not?

I cannot report on any case-law in this regard.

Alternative Grounds of Jurisdiction

23. In general, have the provisions containing alternative jurisdictional grounds in Article 7, 8 and 9 triggered frequent discussion on the interpretation and application of these provisions in theory and practice? Which rules have been relied upon most frequently? Which have proved to be particularly problematic?

The search in the publicly available judgments produced 29 Hungarian cases where a reference was made to Regulation BI.

Articles 7, 8 and 9 have been frequently applied and produced a good number of judgments. However, two thirds of them (17 out of 29) raised no substantive issue and could be solved by the mechanical application of the Regulation.

24. Which issue(s) proved particularly problematic in the context of Article 7(1): interpretation of the concept 'matters relating to a contract', distinction between the types of contracts, principle of 'autonomous interpretation' of the Regulation, determination of the place of performance? How were the difficulties encountered dealt with?

In Case Gfv.IX.30.187/2011, reported as EH 2011.2416 and BH+ 2013.1.33,[2] *the Supreme Court interpreted Articles 7(1) and 7(2) of Regulation BIa in the context of pre-contracts. The court established that as the contract to be executed on the basis of the pre-contract was to be concluded in Hungary ("the place of performance of the contract would have been determined in Hungary"), Hungarian courts had jurisdiction under Article 7(1). That is, in case of pre-contracts, the place of the conclusion of the contract is to be*

[2] Appealed from Case *G.41503/2006/41503* (Court of Appeal of Budapest).

regarded as the place of performance under Article 7(1). The court also referred to Article 7(2) of Regulation BIa. In this regards, the damages were defined partially as the expenses and partially as the loss of profits. The court noted that the loss of profits occurred in Hungary, as did a part of the expenses, hence, the place of the damages also established the jurisdiction of Hungarian courts.

In Case Gf.20003/2015/10 (High Court of Appeal of Győr),[3] *the case emerged from a contractual dispute concerning the transfer of shares in limited liability companies. The seat of one of the defendants was in the Channel Islands, hence, Regulation BIa was considered inapplicable due to Article 355 TFEU.*[4] *Accordingly, the court established its jurisdiction on the basis of the Hungarian rules. As to the defendant seated in Luxembourg, the court applied Regulation BIa.*

The parties concluded a share transfer agreement concerning limited liability companies. In Hungarian law, business shares are not negotiable instruments (contrary to shares is stock corporations). The court conceived the agreement as a sales contract and defined the place where the goods were to be delivered as the country where the acquisition of the business shares was to be registered. As the transfer of the shares in a company seated in Hungary has to be registered in Hungary, the place of performance was Hungary and Hungarian courts had jurisdiction under Article 7(1) of Regulation BIa.

25. Is the place where the goods were delivered or services provided decisive for determining jurisdiction even when the place of payment is agreed upon and a failure to pay the price has solely given rise to the dispute? If so, what is the prevailing view in the literature and case law on how the wording 'unless otherwise agreed' in Article 7(1)(b) is to be understood?

I cannot report on any case-law in this regard.

26. Has Article 7(2) given rise to difficulties in application, if so which particular aspect(s): the wording 'matters relating to tort, delict or quasi-delict', the wording 'place where the harmful event occurred or may occur'/locating the place of damage, cases where the place of wrongful act is distinct from the

[3] Appealed from Case *G.20348/2013/83* (High Court of Appeal of Győr).

[4] "[T]he Treaties shall apply to the Channel Islands and the Isle of Man only to the extent necessary to ensure the implementation of the arrangements for those islands set out in the Treaty concerning the accession of new Member States to the European Economic Community and to the European Atomic Energy Community signed on 22 January 1972".

place where the damage has been sustained, types of claims and actions falling within the scope of this provision, identification of the 'centre of interests' in cases of the infringement of personality rights/privacy, application of the requirement of 'immediate and direct damage' in the context of financial loss, interplay between the rules on jurisdiction contained in other EU legal instruments and in the Regulation especially in the context of infringement of intellectual property rights?

I cannot report on any case-law in this regard.

27. The Recast introduced a new provision on jurisdiction regarding claims for the recovery of cultural objects as defined in Directive 93/7/EEC. Has this triggered discussion in the literature or resulted in court cases?

I cannot report on any case-law or scholarly debate in this regard.

28. Have there been any significant controversies in connection with other rules on jurisdiction under Article 7, 8 and 9, if so which particular rule: regarding claims based on acts giving rise to criminal proceedings, interpretation of 'operations of a branch, agency or other establishment, claims relating to trusts, claims relating to salvage of a cargo or freight, proceedings involving multiple defendants, third-party proceedings, counterclaims, contractual claims related to a right *in rem* on immovable property, limitation of liability from the use or operation of a ship?

In Case Gf.30410/2013/3 (High Court of Appeal of Szeged),[5] *the defendant wanted to set off its claim for compensation for legal costs it was awarded in a procedure in the Czech Republic against the same plaintiff concerning the same subject-matter. The Hungarian court recognized the Czech decision on legal costs. The plaintiff argued that the Hungarian court had no jurisdiction over the set-off. The High Court of Appeal of Szeged established its jurisdiction on the basis of Article 8(3) of Regulation BIa. Although this provision refers to „counter-claim[s] arising from the same contract or facts on which the original claim was based" and confers jurisdiction on "the court in which the original claim is pending", the High Court of Appeal of Szeged held that Article 8(3), as "from greater to smaller", also covers set-off claims (argumentum a maiore ad minus). It has to be noted that the facts of the case suggest that the Czech and the Hungarian proceedings concerned the same*

[5] Appealed from Case *G.40009/2013/15* (Court of Appeal of Gyula).

subject-matter: the plaintiff first tried to enforce its claim in the Czech Republic, where it withdrew the claim and submitted it to the Hungarian court. Hence, the Czech court terminated the procedure and awarded legal costs to the defendant.

Rules on jurisdiction in disputes involving 'weaker parties'

29. In the newly introduced paragraph 2 in Article 26, the Recast imposes the obligation upon the courts in Member States to inform 'weaker parties' of the right to oppose jurisdiction according to the protective provisions of the Regulation, but does not expressly regulates consequences of a court's failure to do so. What is the prevailing view in your jurisdiction on the point whether the omission of the court qualifies as a ground to oppose the recognition and enforcement of a decision rendered in violation of this obligation under Article 45?

I cannot report on any case-law in this regard.

30. According to the prevailing view in your jurisdiction, do the provisions limiting effectiveness of prorogation clauses in cases involving 'weaker parties' apply to choice-of-court agreements providing for jurisdiction of a court in a country outside the EU?

I cannot report on any case-law in this regard.

31. According to the prevailing literature in your Member State, do provisions in Sections 3, 4 and 5 provide effective protection to 'weaker parties'?

Yes, they are considered to be effective in terms of protecting "weaker parties" as to questions of jurisdiction.

32. In general, have there been difficulties in applying Section 3 of the Regulation on the jurisdiction in matters relating to insurance, if so which aspect(s): definition of 'branch, agency or other establishment' in the identification of the competent court, the identification of 'the place where the harmful event occurred', the definition of 'injured party', the application of the provisions of Articles 15 and 16 relating to choice-of-court agreements?

I cannot report on any case-law in this regard.

33. Have there been difficulties in applying Section 4 of the Regulation on the jurisdiction in matters relating to consumer disputes, if so which aspect(s): requirements for a transaction to be considered as a 'consumer contract' as defined in Article 17, the application of the norms on the choice-of-court agreements?

In Case Gf.20062/2015/8, the High Court of Appeal of Győr interpreted the concept of consumer contract. It held, in the context of a choice-of-court agreement included into the creditor's standard terms, that a loan contract does not qualify as a consumer contract, if its purpose is to build structures on the plots owned by the debtor and its family, including an apartment complex of 18 apartments and a restaurant, which became the property of the companies.

In Case P.21044/2015/16, the Court of Appeal of Szeged dealt with the definition of consumer contracts. It held that the party's characteristics and the purpose of the contract have to be inspected. In this case it established that in relation to the loan contract, the plaintiff took the status of his ex-spouse because she was creditworthy due to her job and income and the purpose of the contract was clearly connected to the planned self-employment activity. Thus, the contract could not be regarded as being concluded outside the debtor's trade or profession. This was not affected by the fact that the agreement fell partially outside the economic and professional activity; in this case the agreement does not qualify as a consumer contract.

34. Have the courts in your jurisdiction encountered difficulties in the application of Article 18(2), in the case of *perpetuatio fori,* occurring if the consumer moves to another State? If yes, how are these problems dealt with?

I cannot report on any case-law in this regard.

35. Have there been difficulties in applying Section 5 of the Regulation on the jurisdiction in matters relating to employment contracts, if so which aspect(s): the interpretation of the concept of 'matters relating to individual contracts of employment', the interpretation of the concept of 'branch, agency or establishment', 'place where or from where the employee habitually carries

out his work', the application of the provision on the choice-of-court agreements?

I cannot report on any case-law in this regard.

Exclusive jurisdiction

36. Article 24(1) uses the expression rights '*in rem'*, but provides no definition. The same holds true for case-law of the CJEU, even though it has to some extent clarified the concept by holding that it is not sufficient that the action merely concerns a right *in rem* or is connected with such right. Do the courts in your Member State experience difficulties in distinguishing between disputes which have 'as their object' 'rights *in rem'* from those that merely relate to such rights and accordingly do not fall within the exclusive jurisdiction? If so, how are these problems solved? Have there been any problems with applying Article 31(1) in this respect?

I cannot report on any case-law in this regard.

37. For the purposes of applying Article 24(2), which rule of private international law applies for determining the seat of the company in your legal system? Do the courts in your Member State experience difficulties in this respect and, if so, how are these problems dealt with?

I cannot report on any case-law in this regard.

38. In cases concerning the violation of an intellectual property right, the invalidity of the patent may be raised as a defence. In *GAT v Luk* (C-4/03) the CJEU ruled that for the exclusive jurisdiction it should not matter whether the issue is raised by way of an action or as a defence. This rule is now incorporated in the text of Article 24(4). Do the courts in your Member State experience any particular difficulties when applying the provision regarding the validity of the rights covered by Article 24(4)? If so, how are these dealt with?

I cannot report on any case-law in this specific question.

In Case Gf.I.30.343/2013, reported as ÍH 2014.58, the High Court of Appeal of Szeged held that domain name registration is covered by Article 22(4) of Regulation BIa. The court considered that the registration of a domain name is similar to trademarks and as Article 24(4) of Regulation BIa refers to "proceedings concerned with the registration or validity of patents, trademarks, designs, or other similar rights required to be deposited or registered", Hungarian courts have exclusive jurisdiction over domain names registered in Hungary (that is, .hu).

39. Given the variety of measures in national law that may be regarded as 'proceedings concerned with the enforcement of judgements', which criteria are used by the courts in your Member State to decide whether a particular procedure falls under the scope of Article 24(5)? Please elaborate and provide examples.

I cannot report on any case-law in this regard.

40. Does the removal of a conservatory third party attachment (in case of seizure) fall within the scope of 'enforcement' in the sense of Article 24 chapeau and fifth paragraph Brussels Ia leading to the exclusive jurisdiction of the court where the removal has to be enforced, or can jurisdiction of the removal be based on Article 35 leading to jurisdiction of the court that has granted leave to lay a conservatory third-party attachment (seisure)? In other words, is Article 24 interpreted extensively or narrowly in you Member State?

I cannot report on any case-law in this regard.

Prorogation of jurisdiction and tacit prorogation

41. Application of Article 25 requires a minimum degree of internationality. Is there any particular case-law and/or literature, in your Member State in which this minimum degree of internationality has been discussed and/or a certain threshold has been set? If yes, what are the considerations and/or arguments that have been made?

I cannot report on any case-law in this regard, though in the literature it is accepted that prorogation of jurisdiction is possible only in private international law cases (that is, private law matters having an international element).

42. The requirement that at least one of the parties to the choice-of-court agreement must be domiciled in a member state, as stated in Article 23 Brussels I, has been deleted in Article 25 Brussels Ia. Has this amendment resulted in an increase of a number of litigations in which jurisdiction has been based on choice- of- court agreement falling under the Regulation?

    No statistical data is available but my impression is that the amendment has no substantial impact on the number of cases in this regard.

43. Are there particular examples in which the formal requirements for validity of choice-of-court agreements (Article 25(1)(a-c)) caused difficulties in application for the judiciary or debate in literature? Which requirement has appeared most problematic in practice? When applying the respective requirements of an agreement 'in writing or evidenced in writing', 'practice which the parties have established between themselves' and 'international trade usages', which facts do the courts and/or literature deem decisive?

    In Case Gf.VII.30.228/2013/4 (Supreme Court),[6] *the parties entered into a distribution contract which, by way of reference to the supplier's standard terms, contained a choice-of-court clause. After a dispute emerged, the parties settled this via a memorandum, which provided that the supplier would buy back the merchandize as to which the distributer had objections. The Supreme Court held that the choice-of-court agreement covering the distribution contract did not extend to the memorandum, as the latter was not simply the consequentiality of the distribution contract but created a new contractual obligation (the supplier promised to buy the products it sold before). Accordingly, the court ignored the stipulation of the jurisdiction of German courts and established that the Hungarian court had jurisdiction as the place of performance was in Hungary.*

44. Is there case-law in your Member State in which the formal requirement(s) of Article 25 (1)(a-c) have been fulfilled, but the choice of court agreement was held invalid from the point of view of substantive validity due to a lack of consent? If the answer is in the affirmative, what were the considerations made by the court?

    I cannot report on any case-law in this regard.

[6] Appealed from Case *14.Gf.40.512/2012/2* (High Court of Appeal of Budapest), appealed from Case *8.G.40.554/2010/34* (Court of Appeal of Budapest), tried on remand as Case *G.42072/2014/17* (Court of Appeal of Budapest).

45. Are there cases in which the courts in your Member State experienced problems with the term 'null and void' with regard to the substantive validity of a choice-of-court agreement?

I cannot report on any case-law in this regard

46. Article 25(1) Brussels Ia has been revised so as to explicitly state that the substantial validity of a choice-of-court agreement is determined by the national law of the designated court(s). Recital 20 clarifies that the designated court is to apply its own law including its private international law rules. Has the reference to private international law in this context led to discussion in literature or difficulties in application for the judiciary in your Member State?

I cannot report on any case-law in this regard.

47. Is there particular case law or literature in your Member State in which the test of substantive validity of non-exclusive choice-of-court agreements was discussed? If yes, how is dealt with the substantial law of the different designated Member States?

I cannot report on any case-law in this regard.

48. Has the express inclusion of the doctrine of severability of choice-of-court agreements, as mentioned in Article 25(5) Brussels Ia merely confirmed a principle that had already been firmly established and accepted in theory and practice within your Member State?

Yes, indeed, the concept of severability had already been firmly established and accepted in theory and practice.

49. Do the courts in your Member State experience difficulties in applying the rules as to defining 'entering an appearance' for the purposes of applying Article 26 Brussels Ia?

I cannot report on any case-law in this regard.

Examination jurisdiction and admissibility; *Lis pendens* related actions

50. Have courts in your Member State experienced any particular problems when interpreting the 'same cause of action' within the meaning of Article 29(1) (e.g. a claim for damages for breach of contract and a claim for a declaration that there has been no breach ('mirror image')? Please elaborate and provide examples from your own jurisdiction (if any).

I cannot report on any case-law in this regard.

51. Do you know whether the courts of the other Member State are typically contacted immediately once sufficient evidence has been gathered which suggests or confirms that courts in the other Member State may have been seised of the 'same cause of action'? Is there a standardised internal procedural guideline which is followed by the courts of your Member State? And are there any practical (for example, linguistic, cultural or organisational) obstacles or considerations which may hinder contact between the courts of your Member State and the other Member State?

I cannot report on any case-law in this regard.

52. When should a court in your Member State be considered to be seised for the purposes of Article 32 Brussels Ia? Is this when the document instituting the proceedings or 'equivalent document' is lodged with the court (a) or when such document is received by the authority responsible for service (b)? Does the moment of filing a suit with the court determine the moment as from which a proceeding is deemed pending or the proceeding is considered to be actually pending at a later point after certain administrative/organisational steps have been taken (see e.g., circumstance in C-173/16 *M.H. v. M.H.* relating to this issue under Regulation Brussels IIbis)?

I cannot report on any case-law in this regard.

53. Do subsequent amendments of claims in any way affect the determination of the date of seising in your Member State? Is any differentiation made in that respect between cases where a new claim concerns facts known at the date of the original proceedings and amendments based on facts which have only emerged after the date of the original proceedings?

I cannot report on any case-law in this regard.

54. Do courts in your Member State tend to decline jurisdiction if the court seised previously had jurisdiction over the actions in question 'and its law permits the consolidation thereof' (see Article 30(2))?

I cannot report on any case-law in this regard.

55. Has the application of Article 31(2) proved to be counterproductive and resulting in delaying the proceedings by the obligation of the court seised to stay the proceedings until a designated court has decided on the validity of a choice- of- court agreement, even when a prorogation clause has never been entered into or is obviously invalid?

I cannot report on any case-law in this regard.

56. Has the combined application of Articles 33 and 34 in your view contributed to greater procedural efficiency and accordingly diminished the risk of delays in resolving disputes as well as the risk of irreconcilable judgments between a third state and your Member State?

I cannot report on any case-law in this regard.

57. Apart from concerns regarding procedural efficiency, are connections between the facts of the case and the parties in relation to the third state typically also taken into account by the courts in your Member State in determining their jurisdiction under Articles 33 and 34, bearing in mind the aims as expounded by Recital 24 of the Regulation?

I cannot report on any case-law in this regard.

58. Does the application of both provisions in your view amount to a sufficiently 'flexible mechanism' (see further Recital 23) to address the issue of parallel proceedings and *lis pendens* in relation to third states?

I cannot report on any case-law in this regard.

Provisional measures, protective measures

59. Do the courts in your Member State experience difficulties defining which 'provisional, including protective, measures' are covered by Article 35?

I cannot report on any case-law in this regard.

60. In the *Van Uden Maritime v Deco-Line and Others* case (C-391/95) the CJEU introduced a requirement of territorial connection between the subject matter of the measures sought and the territorial jurisdiction of the Member State's court to issue them. How is the 'real connecting link' condition in *Van Uden* interpreted in the case-law and doctrine in your Member State?

I cannot report on any case-law in this regard.

Relationship with other instruments

61. Has the Hague Convention on Choice of Court Agreements to your knowledge ever been relied upon in declining jurisdiction in your Member State and allocating jurisdiction to third states party to that Convention? Please provide examples from case-law with a short summary.

I cannot report on any case-law in this regard.

CHAPTER III

Recognition and Enforcement

62. How frequently is the optional procedure, established in Article 36(2), to apply for a decision that there are no grounds of refusal of recognition employed in your jurisdiction?

I am not aware of any statistical data. Nonetheless, in the period when the exequatur procedure was still in place, judgment debtors did not raise any objection in 9 out of 10 cases.

63. Abandoning *exequatur,* Section 2 of Chapter III grants direct access to national enforcement agents (in a wide sense, including particularly courts and *huissiers*) or enforcement agencies. Have such agents or members of such agencies in your jurisdiction received specific training or instruction on how to deal with enforcement requests based on judgments rendered in other Member States? If so, who undertook the effort and who seized the initiative?

I am not aware of any special program.

64. Has there been a concentration of local jurisdiction (venue) at the national or regional level in your jurisdiction institutionalising specialised enforcement agents for the enforcement of judgments rendered in other Member States?

No.

65. Have there been other specific legislative or administrative measures in your jurisdiction possibly facilitating the direct access of creditors or applicants from other Member States to the enforcement agents?

No.

66. Has the transgression to direct enforcement enhanced the number of attempts to enforce judgments rendered in other Member States? Are there any respective statistics available in your jurisdiction? If so, may you please relay them?

No statistics is available.

67. Section 2 of Chapter III has created a specific interface between the Brussels Ia Regulation and national rules on enforcement. Has this generated particular problems in your jurisdiction?

I cannot report on any case-law in this regard.

68. Has Article 41(2) in particular attracted specific attention in your jurisdiction?

I cannot report on any case-law in this regard.

69. Article 46 introduced the so called 'reverse procedure'. Are there any statistics available in your jurisdiction on the absolute frequency and the relative rate of such proceedings, the latter in comparison to the number of attempts to enforce judgments rendered in other Member States? If so, may you please relay the said statistics?

I am not aware of any statistics in this regard.

70. Public policy and denial of a fair trial to the defaulting defendant in the state of origin (now Article 45(1)(a) and (b) respectively) have a certain tradition of being invoked rather regularly as grounds for refusal of recognition or enforcement. Has this changed in your jurisdiction following the advent of the 'reverse procedure' (Article 46)? Has the rate of success invoking either of them changed?

In Case P.20071/2014/11, the Court of Appeal of the Budapest Region dealt with Article 45(1)(b) of Regulation BIa. It established that, in the recognition and enforcement stage, the court may not inquire whether the service of the document instituting the procedure complied with the rules, thus, the debtor cannot abuse its rights and evade enforcement if there is merely a formal error of service that did not hinder him in exercising his right of defence. If the defendant's right of defence was impaired during the service of the document instituting the procedure, he is expected to exhaust the legal remedies available to him. If he fails to do so, the error of service does not entail the refusal of recognition. According to the court, in the recognition and enforcement stage, it is not necessary to examine whether the service complied with the rules, the mere fact that an error occurred is not susceptible of triggering the refusal of recognition. The court held that in the recognition stage it may be examined only whether the service of the document occurred "in sufficient time and in such a way" that it did not impair the defendant's right of defence. In case of an error of service, the primary question is whether the error was grave enough to deprive the defendant of the possibility to defend himself. In this case, the court answered the question in the negative.

71. Has the extension of now Article 45(e)(i) to employment matters practically altered the frequency of, or the approach to, enforcing judgments in employment matters in your jurisdiction?

I am not aware of any statistics in this regard.

72. Article 52 strictly and unequivocally inhibits *révision au fond*. Do courts or enforcement agents in your jurisdiction comply with this in practice?

Yes, this is widely recognized and complied with.

73. Article 54 introduced a rule for adaptation of judgments containing a measure or an order which is not known in the law of the Member State addressed. How frequently or regularly does such adaptation occur in practice in your jurisdiction? In the event that the judgment gets adapted, how frequently is such adaptation challenged by either party?

I cannot report on any case-law in this regard.

74. Translation of the original judgment is optional, not mandatory by virtue of Article 37(2) or Article 54(3) respectively. How often require courts or enforcement agents in your jurisdiction the party invoking the judgment or seeking its enforcement to provide a translation of the judgment?

My understanding is that courts regularly require a translation of the judgment.

CHAPTER VII

Relationship with Other Instruments

75. Which impact has Annex (1)(q) of Directive 93/13/EEC (Unfair Terms in Consumer Contracts) generated in your jurisdiction?

In Civil law unification decision nr 3/2013 on the unfairness of arbitration clauses based on a general contractual term or individually not negotiated term in consumer contracts, the Hungarian Supreme Court held that arbitration clauses based on a general contractual term or individually not negotiated term in consumer contracts are unfair and, hence, automatically invalid; the court has to perceive the term's invalidity ex officio; however, it can establish invalidity only if the consumer, upon the court's call, refers to this.

76. Can you identify examples for an application of Article 70 in your jurisdiction?

I cannot report on any case-law in this regard.

77. Has the precedence of Art. 351 TFEU to Article 71 Brussels Ia, as established by the CJEU in *TNT v AXA* (C-533/08) and *Nipponkoa Insurance Co. (Europe) Ltd v Inter-Zuid Transport BV* (C-452/12) prompted any practical consequences in your jurisdiction?

78. Which Treaties and international Conventions have triggered Article 71 in your jurisdiction?

In Case Gpkf.IV.40.160/2014/2, reported as EBD 2015.12.G3, the High Court of Appeal of Pécs, on the basis of Article 71 of Regulation BIa, applied the jurisdictional rules of Article 31(1) of the CMR instead of those of the Regulation.

79. Have there been problems in your Member State with the delineation of the application of Article 25 Brussel Ia and the The Hague Convention on Choice-of-Court agreements?

I cannot report on any case-law in this regard.

80. Have Articles 71(a) – 71(d) been already applied in your jurisdiction?

I cannot report on any case-law in this regard.