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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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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?

   All judgments in Lithuania can be found online, only sometimes it can be difficult to find exact judgments of the first instance if number of the case is not known.

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

   We believe CJEU case law is sufficient guidance for the judiciary in Lithuania. The problem is that sometimes courts, especially of the first instance, do not always apply CJEU practice and only appellate courts or Lithuanian Supreme Court has to correct mistakes according to the CJEU case law.

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?

   Easier procedure of recognition and enforcement and clearer rules of choice-of-courts agreements are perceived really positively in Lithuania.

   As difficulties still quite difficult cooperation between institutions of different Member States can be perceived (for instance in lis pendens cases). But this shortcoming is more as organisational issue, but not legal regulation issue.

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?

   Actually, there is no discussions in Lithuania how Brussels Ia Regulation could be amended. Better awareness of EU law on civil procedure and more frequent trainings for law practitioners could solve many practical issues.

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

   No big and clear tension can be felt regarding these issues in Lithuania.

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?

   Usually it should be no problems to decide which particular court is competent to hear the case. Sometimes there is a problem that competent courts of first instance try to find a ground not to hear a case with cross-border element.

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?

   This should not be a problem in Lithuania. Perhaps some really specific problems could arise but until now this issues has not been addressed in Lithuania.

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)?

   Rules on jurisdiction is regulated in Code of Civil Procedure. If some prior court procedures are required, these rules are usually set in special laws (for instance, law on rights of patients, Law on energy, etc.).

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.

   There were several cases concerning this question in Lithuania but no big problems have risen so far. Arbitration has a real priority over court proceedings if arbitration agreement has been signed.

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.

    Sometimes it is difficult to understand for courts when to apply Brussels Ia Regulation when to apply insolvency Regulation. Especially, as in Lithuanian one big bank became insolvent and many cross-border cases arose (for instance, case No. e3K-3-164-611/2018).

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 could not find such cases.

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

    There have been attempts to challenge recognition and enforcement of authentic instruments, but such attempts were not successful.

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?
    It was not possible to find any difficulties about the definitions in Lithuania.

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'?
Usually definition of judgment set in Art. 2 of Regulation is repeated if some question arises. For instance, Case no. e2-588-464/2018 of Lithuanian Court of Appeals.

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?
Usually it is said that jurisdiction as to the substance of the matter should be understood as jurisdiction that can be established according to the rules of the Regulation. (For instance, in Article by Justinas Jarusevičius "Civilinės ir komercinės bylos ribos reglamente, Teisė 2016. No. 98, p. 92-93).

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?
Usually 'judgment' on the provisional measures would be issued (if there are grounds for that) and the claim on the substance of the matter filed in the court in another Member State would not influence the procedure.

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?
The court would most likely want to review the decision. In the legal doctrine it is said that the courts are not permitted to review the decision. (For instance, Vytautas Nekrošius, Europos Sąjungos civilinis procesas, 2012. p. 80-84).

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*)?

There are no big discussions in Lithuania regarding the definition of the 'judgment'.

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?
It is very difficult to get statistics concerning only civil and commercial cross-border cases. Such angle is not checked in official statistics of Lithuania courts. Overall more consumer disputes have been heard in courts in recent years but we do not believe many of them are cross-border. It was possible to find only several such cases (in consumer and labour disputes).

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?
No such cases could be found.

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)?

Usually courts apply lis pendens rules if the court first seized has jurisdiction according to the Regulation. In legal doctrine and in the material to train judges different views are expressed.

Temporal scope

21. 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?

    No such problems could be found. Only there have been attempts by the parties to the dispute tried to challenge the application of the Brussels Ia Regulation. For instance, they thought that Brussels I Regulation should be applied because the contract was signed before 10 January 2015.

Alternative Grounds of Jurisdiction

22. 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?
    As you check different court practice, you can see that Art. 7 of the Regulation is most commonly used. For instance, Art. 7 (1)a or Art. 7(2). You can find cases, where courts of first instance decide that Lithuanian courts do not have jurisdiction but higher courts decide also alternative jurisdiction grounds can be applied.

23. 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?
    Usually, courts try to apply case law of CJEU or case law of Lithuanian Supreme Court. "Matters relating to a contract" is interpreted quite narrowly and Supreme Court of Lithuania suggests to interpret it quite narrowly. For instance, case No. e3K-3-459-1075/2018, Supreme Court stressed that courts has a duty to establish if really contract and what contract has been concluded. In other case (No. e3K-3-462-916/2018) Supreme Court cited Granarolo case (C-196/15) of CJEU about the hierarchy of the Article.

24. 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?
    There have been several cases where jurisdiction has been established taken into account that services were delivered in Lithuania. It was not possible to

find cases where question about "unless otherwise agreed" was discussed. Some disputes arose out of flight services. Courts of first instance applied case law of CJEU (for example, C-274/16, C-447/16). In some cases courts stressed that Lithuanian courts have jurisdiction, because payments were made to the bank account in Lithuania (for example, case No. e2-259-370/2019).

25. 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 place where the damage has been sustained, types of claims and actions falling within the scope of this provision, identification of the 'center 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?
    In most cases legal norm "matter relating to delict" is applied. In some cases courts of first instance did not accept claims to hear because they decided that there is no connection with Lithuania (only occurred damaged) if, for instance, car was rented in Germany or Latvia. In such matters courts of appeal instance decided differently.

26. 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?
    No such cases could be found.

27. 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?
    No big controversies can be found regarding these rules. Some cases can be found regarding acts out of criminal proceedings and disputes arising out of the operations of the branch or agency.

Rules on jurisdiction in disputes involving 'weaker parties'

28. 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?
It was not possible to find such cases. We believe it would be quite difficult to convince court that it is a ground to oppose the recognition and enforcement.

29. 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?
Yes, such view is prevailing view in Lithuania. (for instance, Justinas Jarusevičius "Civilinės ir komercinės bylos ribos reglamente, Teisė 2016. No. 98, p. 97).

30. According to the prevailing literature in your Member State, do provisions in Sections 3, 4 and 5 provide effective protection to 'weaker parties'?
Usually it is said that protection would be effective to 'weaker party' if courts would always apply these rules and would be active in such cases, would inform 'weaker party' properly.

31. 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?
So far there have not been many cases concerning matters relating to insurance. There have been several cases concerning definitions of branch and courts of first instance did not decide in the interests of 'injured party'.

32. 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?
There are some cases there it was not clear what rules to apply if person, domiciled in other Member State, rented car in Lithuania for personal purposes and caused some damages. Some courts decided that it was consumer dispute and consumer jurisdiction rules must be applied, in other cases different decisions were taken and Art. 7 (2) applied.

33. 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?
It was not possible to find such cases.

34. 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?
Only several such kind of cases could be found and no big problems arose there.

Exclusive jurisdiction

35. 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?
Only several cases on this issues could be found. It could be understood from reading decisions that 'rights in rem' are understood according to Lithuanian Civil Code and Lithuanian legal doctrine. No big problems could be seen as these disputes were clearly 'in rem'.

36. 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?
No such cases could be found.

37. 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?

    In matters regarding registration or validity of patents, trade marks, designs, or other similar rights no disputes regarding jurisdiction could be found. Courts only quote Art. 24(4).

38. 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.
    Enforcement procedure is regulated in Lithuanian Code or Civil Procedure. On national level there are quite many disputes concerning enforcement procedure. Such disputes could arise because of initiation of enforcement procedure, almost all actions by the bailiff can be challenged in court, also, for instance action proceedings. If enforcement procedure is taking place in Lithuania, Lithuanian courts decide that Lithuanian courts have jurisdiction to hear such cases. It has been difficult to find civil cases where jurisdiction of Lithuanian courts has been challenged. Mostly certain actions of the bailiffs have been challenged.

39. 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?
    It has been difficult to find such cross-border disputes in Lithuanian but we believe it would fall within the scope of 'enforcement'.

Prorogation of jurisdiction and tacit prorogation

40. 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?
    It was not possible to find any exact case law or literature regarding this question.

41. 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?
    It is not possible to say that such new broader legal regulation resulted in an increase of a number of litigations.

42. 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 cases we found no big legal questions arose because of formal requirements. *In all cases it was stressed that parties concluded agreement on jurisdiction in writing.*

43. 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?
    It was not possible to find such cases.

44. 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?
    It was not possible to find such cases.

45. 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?
No big problems have risen regarding this question in Lithuania.

46. 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?
Such question has not been discussed in detail in Lithuania.

47. 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, this rule has already been known for a long time in Lithuania. (For instance, in book by Valentinas Mikelėnas Tarptautinė privatinė teisė 2001, p.55-60).

48. 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?
Regarding Brussels Ia Regulation there have not been such cases, but in cases regarding other similar questions, Lithuanian courts decided that appearance means that filing of a counter claim or answer to a claim or arrival to a court hearing means that defendant agrees to the jurisdiction of Lithuanian court.

Examination jurisdiction and admissibility; *Lis pendens* related actions

49. 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).
Case law in Lithuanian has stressed already several times that all conditions must be met if lis pendens could be applied. The most recent case of Lithuanian Court of Appeals (25th of July 2019, Case No. 2-1014-464/2019) mentioned quit

old cases of CJEU, such as C-144/86, C-111/01. Also, court stressed that the similarity of civil actions, including the same cause of action, should be interpreted broadly. It can be also mentioned that still no case law of Lithuanian Supreme Court on lis pendens can be found. Several cases are pending.

50. 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?

    There is no internal procedure regarding this question in Lithuania. Representatives of courts told that not big communications between courts take place. Usually parties to the dispute are more active than courts. They also mentioned that perhaps organisational and linguistic obstacles are mostly responsible for such situation.

51. 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)?

    According to national traditions of civil procedure it is necessary that the documents should be received by the court and administrative steps are taken to lodge the civil case.

52. 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?

    Amendments of claims do not effect the determination of the date of seising of claim.

53. 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))?

    There has been such civil case (for instance, case of e2S-841-638/2018).

54. 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?

    No such cases could be found.

55. 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?

    Articles 33 and 34 could contribute to greater efficiency if all right steps are taken and both parties and court take proper steps and collect all necessary information.

56. 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?

    It was not possible to find such cases.

57. 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?

    Yes, if all necessary steps are taken.

Provisional measures, protective measures

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

    In all found cases not really problematic provisional measures were applied (usually seizure of assets or property), so no big problems arose.

59. 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?

    Case C-91/95 is usually cited and is stressed that territorial connection must be examined. In one case it was said that such connection should be interpreted broadly and, for instance, if goods are sold in Lithuania, provisional measures can be applied in Lithuania (Case No. 2KT-127/2016).

Relationship with other instruments

60. 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.

    It was not possible to find such cases.

CHAPTER III

Recognition and Enforcement

61. 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*t was possible to find only one such case in the system.*

62. 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?

    These agencies in Lithuania are bailiffs. They had some training on the new Regulation as it came into force and now sometimes trainings take place.

63. 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?

There are no specialized bailiffs for the enforcement of judgments rendered in other Member State in Lithuania. All bailiffs, according to national jurisdiction rules, can enforce the judgments.

64. 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?

There is a special law in Lithuania for the implementation of EU and other international laws on international civil procedure. The rules of the law are mainly devoted to the measures courts can take, only it is mentioned that creditors can initiate enforcement procedures with the help of a bailiff.

65. 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?

There is no official statistics on that. The Chamber of Bailiffs only stressed that overall the number of cross-border enforcements has increased. They believe this has to do not only with the amendments in Brussels Ia Regulation, but also with the fact that there are more cross-border disputes.

66. 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?

No big problems have risen so far.

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

No problems could be found in Lithuanian regarding this issue.

68. 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?

Exact statistics is very difficult to find. General statistics on recognition and enforcement is only collected. Only few attempts could be found that procedure

according to Art. 46 has been used. All these attempts have been not successful. Some judges in Lithuanian Court of Appeals (this court in Lithuania is responsible for hearing cases on recognition and enforcement of foreign judgments) mentioned that they almost forgot that such procedure is possible according to Brussels Ia.

69. 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?

    No successful challenges could be found.

70. 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?

    No such cases could be found.

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

    We believe they comply with this rule regarding EU Regulations. Such problems sometimes arise as other international conventions are applied.

72. 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?

    It was not possible to find such information. Usually the measures are quite well known in other Member States.

73. 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?

    It is quite often that bailiffs ask for translation.

CHAPTER VII

Relationship with Other Instruments

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

    No information could be found.

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

    No such examples could be found.

76. 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?

    No practical consequences could be found in Lithuania.

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

    Lithuania joined EU in the year 2004 as Brussels I Regulation has been already in force.

78. 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?

    No such cases could be found.

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

    No such cases could be found.