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

QUESTIONNAIRE
for National Reports

SLOVAKIA
1 March 2020

This project is funded by the Justice Programme
of the European Union (2014-2020)

LIST OF ABBREVIATIONS

Arbitration Act - Act No. 244/2002 Coll. on Arbitration as amended
CJEU - The Court of Justice of the European Union
Commercial Code - Act on No. 513/1991 Coll. Commercial Code as amended *(Obchodný zákonník)*
PILA - Act on No. 97/1963 Coll. of 4 December 1963 on International Private and Procedural Law as amended *(Zákon o medzinárodnom práve súkromnom a procesnom)*
Brussels I Regulation - Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters
Brussels Ia Regulation - Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters

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

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?**
   Since 1 January 2012, amendment to the Act No. 757/2004 on Courts has been effective, under which Slovak courts are required to publish, inter alia, final and conclusive decisions on the merits terminating the proceedings and decisions on interim measures. Anonymized versions of decisions of first-instance and second-instance courts are published in Slovak language on the website of the Ministry of Justice of the Slovak Republic: https://obcan.justice.sk/infosud/-/infosud/zoznam/rozhodnutie. Decisions of the Supreme Court of the Slovak Republic are published in Slovak language on the website of the Supreme Court of the Slovak Republic: https://www.nsud.sk/rozhodnutia/. The Constituional Court of the Slovak Republic contiously publishes its decision throuhout its history (i.e from 1993) https://www.ustavnysud.sk/zbierka-nalezov-a-uzneseni#.
2. **Has the CJEU case law generally provided sufficient guidance/assistance for the judiciary when applying the Brussels Ia Regulation?**
   We believe that CJEU case law generally provides sufficient guidance/assistance for Slovak courts. In the reasonings of their decisions, the Slovak courts, including the Supreme Court of the Slovak Republic and the Constitutional Court of the Slovak Republic, refer to the case law of the CJEU. E.g. the Supreme Court of the Slovak Republic in its Ruling of 26 November 2012 (6Ndc 25/2012) based its interpretation of the term "civil and commercial case" on the detailed analysis of the CJEU case law. Interesting is the decision of the Constitutional Court of the Slovak Republic (Decision of 21 February 2012, III. ÚS 508/2011) in the matter of violation of the right to judicial protection and the right to a fair trial, by which the Constitutional Court of the Slovak Republic, *inter alia*, quashed the ruling of the Supreme Court of the Slovak Republic, referred the case to the same for further actions and ordered the Supreme Court of the Slovak Republic, *inter alia*, to incorporate a detailed analysis of Article 22 of Brussels I Regulation, in conjunction with the relevant case law of the CJEU, into a reasoning of its reviewing decision.
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?**

Slovak authors positively evaluate the abolition of exequatur, which in their opinion will facilitate the enforcement of judgments in the European Union. (VNUKOVÁ, J.: Zhrnutie hlavných aspektov revízie nariadenia Brusel I. In: Ars notaria, No. 1, 2014, p. 9). The reinforcement of the effects of choice of court agreements in the Brussels Ia Regulation is also considered a step towards deterrence from the so-called 'running to the court' in order to postpone the judgment in the main proceedings. (VNUKOVÁ, J. p. 9). The regulation of the obligation of a court to inform of the proceedings commenced under Article 29(2) of the Brussels Ia Regulation is positively perceived as well (HAČKOVÁ, T. In: JÚDOVÁ, E. – LEVRINC, M.: (eds.) Skúsenosti s aplikáciou Nariadenia Brusel I. a jeho revízia. Banská Bystrica: Belanium, 2015, p. 21.)

Solution of problems related to abuse of the principle of litispendence in Brussels Ia Regulation (VNUKOVÁ, J. p. 9), regulation of relation of Brussels Ia Regulation and arbitration proceedings, as well as the legal regulation of collective actions and issues related to collective actions are all considered by the Slovak authors as insufficient. (ŠVECOVÁ, K. In: JÚDOVÁ, E. – LEVRINC, M.: (eds.) Skúsenosti s aplikáciou Nariadenia Brusel I. a jeho revízia. Banská Bystrica: Belanium, 2015, p. 10)

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?**

   In the Slovak literature we may find the following suggestions for improving the Brussels Ia Regulation:

- establishment of a European register of pending proceedings, listing the specific date on which proceedings are opened in court. This proposal aims to increase the effectiveness of Article 29(2) of the Brussels Ia Regulation. (FUNTA, R., p. 1429)
- transfer of a special rule of jurisdiction in matters of posting of workers from Article 6 of Directive 96/71/EC directly to the text of the Brussels Ia Regulation. This proposal aims at making the legislation more transparent. (BULLA, M., p. 211)

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

   The analysis of Slovak court decisions indicates that Slovak courts are generally aware of the need for an autonomous interpretation of the concepts contained in the Brussels Ia Regulation.

   Slovak authors have for a long time pointed out that the Slovak language version of Article 7(1) of the Brussels Ia Regulation limits the scope of letter (a) to 'contractual matters' ('*zmluvné veci' in Slovak*), which is a narrower concept when compared to 'matters relating to a contract' ('*veci týkajúce sa zmluvy' in Slovak*), which is contained in the English language version:

'matters relating to contract' or German language version: 'ein Vertrag oder Ansprüche aus einem Vertrag' (MAXA, M. p. 182). In the application practice, the aforementioned does not give rise to fundamental problems, as the Slovak courts take into account the CJEU case law when interpreting that concept.

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?**
   This does not cause difficulties in Slovakia, *inter alia* because in Slovakia the rule (Section 38 of Act No. 160/2015, the Code of Civil Dispute Procedure) applies that, in the case of a matter falling within the international jurisdiction of the Slovak courts, where it is however not possible to determine the territorially competent court, the Supreme Court of the Slovak Republic shall decide which Slovak court will hear the case and decide. The Slovak authors state that the practice presented by the decisions of the Supreme Court of the Slovak Republic confirms that the competent court in such cases is the court before which the plaintiff brought the motion to commence the proceedings.
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?**
   The concept of "a negative conflict of international jurisdiction" appears in Slovak literature, however this question is not dealt with in detail. The one of proposed solutions includes e.g. application of the principle of prohibition of denegatio iustitiae.
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 relative and territorial competence are regulated by the Act No. 160/2015, the Code of Civil Dispute Procedure. Rules on relative competence concerning execution proceedings are regulated in Section 49 of Act No. 233/1995, the Execution Procedure Act. In several types of cases, also Act No. 161/2015, the Code of Civil Non-Dispute Procedure can be applicable, particularly for motions for invalidation of documents (e.g. bills of exchange) and procedures on dissullotion and nullity of juridical persons.

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.**
   The issue of delineation between court proceedings and arbitration is discussed in the Slovak literature e.g. in the context of the question whether a court judgment constitutes a *res iudicata* impediment with respect to an arbitration award. For example, the authors analyse the following question: In the event that a court of another EU Member State renders a preliminary decision on invalidity of an arbitration agreement and at the same time rules on the merits of a case, should such foreign court judgement (provided that the prerequisites for recognition under Brussels Ia Regulation are met) take precedence over foreign arbitration award? The authors are in favour of the conclusion that, under Article 73 of the Brussels Ia Regulation, the Slovak courts should give priority to the New York Convention application and recognize a foreign arbitration award instead a judgment of another EU Member State court. (GYÁRFÁŠ, J.: Section 40 [Dôvody na podanie žaloby]. In: CSACH, K - GYÁRFÁŠ, J. - PORUBSKÝ, M. - ŠTEVČEK, M.: Zákon o rozhodcovskom konaní. 1st edition. Prague: Nakladatelství C. H. Beck, 2017, p. 518. see also LACKO, p. 31)
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.**
    The issue of the relationship between “civil and commercial proceedings” on the one hand and “insolvency proceedings” on the other hand was dealt with by both Slovak authors and Slovak judicial authorities. E.g. Sudzina points out that, 'in practice, a case may occur where a trustee wishes to bring not only an insolvency proceeding action (e.g. a counteraction) against a debtor, but also another related civil or commercial action falling within the scope of Brussels Ia Regulation (for example, an action for damages against a debtor under the rules of general delictual law) and adds that both actions may, in his view, be brought before a court having jurisdiction under Brussels Ia Regulation. (SUDZINA, M., p. 87-88)

    From the decisions of the Slovak courts we mention for example: Ruling by Regional Court in Banská Bystrica of 20 November 2019 (41 CoKR/15/2019). In that case, the plaintiff sought, by means of a cross action, an unjust enrichment against the defendant. The Regional Court in Banská Bystrica

stated that the proceedings for unjust enrichment conducted by the bankruptcy trustee against the bankrupt debtor are not proceedings conducted under the Bankruptcy and Restructuring Act. The mere fact that a cross action for unjust enrichment was brought by the bankruptcy trustee on behalf of the bankrupt does not mean that it is a dispute arising or related to a bankruptcy. Therefore, the Regional Court in Banská Bystrica concluded that such proceedings fall within the scope of Brussels Ia Regulation and not within the scope of the Insolvency Regulation.

In its ruling of 28 February 2018 (2Cdo/149/2017), the Supreme Court of the Slovak Republic, as a court deciding on an appellate review, ruled on a motion for declaration of enforceability of a foreign decision under the Brussels I Regulation. Foreign judgment imposed on a defendant to pay the costs of the proceedings. The entitlement to reimbursement of costs of proceedings was incurred within bankruptcy proceedings conducted against a third party (not against the defendant). The Supreme Court of the Slovak Republic found that the recognition and enforcement of the foreign judgment in question was covered by the Brussels I Regulation and not by the Insolvency Regulation, basing its decision on, inter alia, a certificate issued by the authority of the state of origin of the foreign decision in accordance with Annex V of the Brussels I Regulation. This conclusion was confimed by the Constitutional Court (ruling No IV. ÚS 582/2018-29 of 15 November 2018, ECLI:SK:USSR:2019:4.US.582.2018.1.

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

    No decisions on this issue have been found.

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

    Yes, for instance the Decision of District Court in Banská Bystrica (68Ek/1208/2018) of 30 April 2019 related to a motion for enforcement, where a notarial deed was prepared before a notary in Poland as an enforcement instrument, to which a judgment of a Polish court granting it for this enforcement instrument was attached

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?**

No decisions on this issue have been found.

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'?**

    In the opinion of Slovak authors, the current wording of Article 2 confirms and reflects the existing case law of the CJEU related to provisional measures. (HAŤAPKA, M.: Priznávanie účinkov cudzím rozhodnutiam.. p. 312)

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?**

    No decisions of Slovak courts or scientific literature have been found for this issue, but we suppose that "jurisdiction as to the substance" is to be interpreted as jurisdiction that can be established according to the rules of the Brussels Ia Regulation.

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?**
    No decisions of Slovak courts or scientific literature have been found for this issue, but we suppose that it is not necessary to initiate proceedings in the matter itself.
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?**
    No decisions of Slovak courts or scientific literature have been found, but we suppose that the court should be entitled to review whether the court which issued a provisional measure in the matter itself, since this is an assessment of whether a certified judgement meets the conditions pursuant to Article 2(a) of Regulation Brussels Ia Regulation or not.
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*)?**
    For instance, the Judgment of the Regional Court in Banské Bystrica (2CoE/114/2017) related to a motion for enforcement on the basis of an enforcement instrument, i.e. a Ruling of Český telekomunikační úřad (the Czech Telecommunications Office) issued under the Czech Administrative Procedure Act, to which a certification pursuant to Annex I of the Brussels Ia Regulation was attached. In this judgement, the court of appeal stated that the Brussels Ia Regulation could not be applied to the ruling of administrative authorities, as is the case here. Even if the entitled party attached a certification pursuant to Annex I of the Brussels Ia Regulation to the ruling of a foreign administrative authority, this certification is irrelevant, since it was not issued by an authority competent to do so but by an administrative authority that decided on the case pursuant to the regulations of administrative law. Even if the entitled party, in its appeal, argued that the legal relationship between the entitled party and the obligated party is of a private-legal nature, which is not questioned by the court of appeal, the fact remains that it is an administrative authority that decided on the entitled party`s claim against the obligated party, and therefore the application of Brussels Ia Regulation is out of the question for the above-mentioned reasons.

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 available.
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?**
    There is a pending discussion on this issue in Slovakia. It seems that prevailing are opinions stating that 'although it is not clear from Article 26 of the Brussels Ia Regulation, this provision cannot be applied where the defendant is domiciled in a non-member state. The authors refer to the fact that Art. 26 is not included in the exemptions specified in Article 6(1) of the Brussels Ia Regulation. (See BURDOVÁ, K.: Právomoc založená na účasti žalovaného.. p. 5-27; CSACH, K. – GREGOVÁ ŠIRICOVÁ, Ľ. – JÚDOVÁ, E.: Úvod do.., p. 81; LYSINA, P. – ĎURIŠ, M. – HAŤAPKA, M. et al.: Medzinárodné právo súkromné, p. 227)
    The divergent view is based on paragraph 45 of the CJEU decision in case Group Josi, which concludes that it is not necessary for the defendant to be domiciled in an EU Member State to apply Article 26 of the Brussels Ia Regulation. (MAXA, M., p. 180)
    "However, in Slovak judicial practice, a narrow interpretation of the scope of applicability of Article 26 and therefore its application only to defendants domiciled in a Member State is clearly predominating." (LYSINA, P. – ĎURIŠ, M. – HAŤAPKA, M. et al.: Medzinárodné právo súkromné. p. 227)
    In addition, it should be noted that national PILA does not allow the Slovak court to establish jurisdiction solely upon the fact that the defendant has complied with the jurisdiction of such court.

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)?**

No consistent opinion exists on this issue in the Slovak literature. The discussion on this issue was held in Slovakia even at the time the Brussels I Regulation was in force.

According to one opinion stream, the provisions on *lis pendens* under the Brussels Ia Regulation shall be applied if the court has established its jurisdiction under the Regulation (including the criterion of jurisdiction under a national PILA under Article 6 of the Brussels Ia Regulation). If the court establishes its jurisdiction on a national PILA rules on the ground that the Regulation shall not be applied to that legal relationship, then the provisions of the Regulation on plea of *lis pendens* shall not be applicable either. (HAŤAPKA, M.: K niektorým zásadným aspektom..., p. 897-898). The cited author adds that 'if a petition is brought before the Slovak court in a case in which an earlier petition has been brought before a court of a EU Member State and the case is subject to the Regulation, the Slovak court must suspend or stay the proceedings. However, if the matter is not covered by the Regulation, the Slovak court does not need to concern about the fact that a court in another Member State holds the trial in this case as well, or that such court has commenced the proceedings in the case earlier.'

On the contrary, Maxa points out that the articles governing *lis pendens* in the Brussels Ia Regulation do not limit their scope to cases where the jurisdiction of the courts of the Member States is based on the Brussels Ia Regulation and considers it necessary to apply such provisions even where a court of a Member State established its jurisdiction on national legal regulations, since the rules for the recognition and enforcement of foreign judgments under the Brussels Ia Regulation shall be also applied to judgments of the courts of the Member States whose jurisdiction was based on national law. If such decisions were excluded from the scope of Article 27, there would be incompatible judgments whose free movement within the territory of the EU Member States would be significantly restricted. (MAXA, M. p. 214)

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?**

    Problems with the identification of the temporal scope of the Brussels Ia Regulation appear in judgments of lower courts, but are eliminated by decisions of courts of appeal and of reviewing courts. E.g. the Supreme Court of the Slovak Republic in its ruling (2CoD/149/2017) stated that 'With aim to clearly identify the face of affairs, the reviewing court notes that on 12 December 2012, with effect from 10 January 2015, i.e. in the present case before the commencement of the proceedings, Regulation (EU) No. 1215/2012 of the European Parliament and of the Council (hereinafter referred to as "Brussels I bis Regulation") of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters was adopted, that has repealed Regulation EC No. 44/2001 pursuant to Art. 80. Pursuant to Art. 66(2) of Regulation (EC) No. 1215/2012 under which notwithstanding Article 80, Regulation (EC) No. 44/2001 continues to apply to judgments rendered in proceedings that have been commenced, to instruments formally executed or registered as public instruments and to court settlements which have been approved or concluded before 10 January 2015, and which fall within the scope of that Regulation; then is correct the conclusion made by the courts of lower instance on the application of the correct legal regulation to the given case, namely the Brussels I Regulation, since the foreign decision whose declaration of enforceability was sought by the plaintiff in the proceedings was issued on 18 October 2012.' Ruling by the Supreme Court of the Slovak Republic 2Cdo/149/2017. See also the Ruling of Regional Court in Trnava on 2 October 2019 (24Co/167/2019) that identified a mistake made by the court of first instance applying the Brussels I Regulation, where the proceedings began on 31 December 2015.

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?**

    In general, it can be stated that the provision of Article 7 of the Brussels Ia Regulation is the most frequently discussed and applied provision.

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?

There is a discussion in the literature on the interpretation of the concept "matters relating to a contract". E.g. in older works it is discussed whether Art. 7(1) shall apply to mandatory contracts, e.g. when purchasing a flat, the acquirer must declare that it is acceding to the contract of flat owners' association or to property management agreement (Malovcová, p. 904), but also 'distinction between the types of the contract', where the authors point out a problematic assessment of a contract for lease of a movable thing in which carrying out of any activity is totally absent and the subject-matter of the contract is merely an obligation to refrain from doing something. (Malovcová, p. 907, Lacko, p. 58)

Examples of the case law of the Slovak courts on Article 7(1):

The decision of the Supreme Court of the Slovak Republic (I. 3Obdo/17/2015) which considered the question whether compensation for damage caused by a breach of the obligation to properly organize and ensure proper conduct of arbitration is a contractual or non-contractual matter. The Supreme Court of the Slovak Republic stated that the defendant, as an arbitration court, voluntarily assumed the obligation to decide the dispute (undertook to provide service) between the plaintiff's legal predecessor and for remuneration. Consequently, there is a contractual relationship between the plaintiff and the defendant with plaintiff claiming the damages on the grounds of supplying poor-quality services under the contract, and therefore the court of the Member State within whose jurisdiction the contractual obligation should have been fulfilled, shall be competent to hear the case. I.e. the court of the Member State where the arbitration proceedings took place, or should have taken place.

Judgement of the Regional Court i Košice (No. 4Cob/37/207), where the disputed matter concerned the place of performance in the case of a contract whose subject was the provision of transmission time in the provider`s daytime programme structure.

The Judgement of the Supreme Court of the Slovak Republic (6Ndc 23/2012) regarding the Brussels I Regulation – the subject of the proceedings is a proposal to take movable property into the court`s custody in order to fulfil a contractual obligation. In this case, the Supreme Court of the Slovak Republic stated that in this case it is necessary to apply Article 5(1)(b), since this is a purchase contract performance delivered to a place in the Slovak Republic, and therefore, based on the above-mentioned provision, the Slovak courts have jurisdiction.

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?

As to this issue, the Slovak literature specifies that when applying Article 7(1)(b), the specific obligation, being the subject-matter of the proceedings, shall not be decisive in determining the place of performance of the contract. In this respect, the regulation under Article 7(1)(b) differs from the general rule under Article 7(1)(a). Letter (b) requires the determination of only one place of performance specific to the contract, and such place of performance shall be used in deciding on any claims arising from the contract. The purpose of the rule under letter (b) is therefore to determine the special jurisdiction of only one court to hear all disputes relating to a particular contract. One of the most important consequences of this rule is that the obligation to pay for goods or services shares the same place of performance together with the contractual performance that is typical for the contract. Thus, sellers and service providers may sue their customers at the place of performance specific for the contract.' (Maxa, p. 191, similarly Lacko, p. 60)

The available decisions of the Slovak courts indicate that the courts, when applying Article 7(1)(b), do not examine whether the contracting parties have agreed on a 'place of payment', but consider the place of delivery of goods or services to be decisive even in actions relating solely to failure to pay the price. E.g. decision of the Supreme Court of the Slovak Republic (NS SR 5Ndob/5/2019).

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 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?**

    Examples of the case law of the Slovak courts on Article 7(2):
    The Judgement of the District Court in Trnava (11Co/193/2016) of 4 April 2017. The content of the case material shows that the plaintiff and the defendant on the one hand, acting as debtors, concluded on 30 April 2014, with Prima banka Slovensko, a.s. on the other hand, acting as the creditor, a credit contract under which credit in the amount of EUR 7,000.00 was jointly and severally granted to them The plaintiff repaid the full amount of the credit early worth EUR 7,177.24. Under the credit contract, the plaintiff and the defendant were joint debtors in relation to the bank and there was no agreement between them that would define the amount of their shares in the debt owed to the bank. Due to the fact that the plaintiff repaid the whole credit, by taking legal action against the defendant, the plaintiff pursues a claim for a refund of a half of the funds used to repay the credit. In such a case, in the opinion of the court of appeal, jurisdiction is given to Slovak courts pursuant to Article 7(2) of the Brussels Ia Regulation.

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?**
    No decisions of the Slovak courts were found on this issue.

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?**
    No decisions of the Slovak courts were found on this issue.

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?**

    There was no discussion conducted on this issue in Slovakia. In one case, however, the author points out that the breach of the obligation under Art. 26(2) is unlikely to justify non-recognition of a foreign decision in other Member States; since Article 45(1) of the Brussels Ia Regulation cites only 'inconsistency with Sections 3, 4 or 5 of Chapter II' as a ground for non-recognition of a foreign decision and Article 45(3) of the Brussels Ia Regulation prohibits the review of the jurisdiction of the court seised in other cases. At the same time, the author proposes a review of such regulation in order to protect the weaker party. (BURDOVÁ, K.: Právomoc založená... p. 24-25)

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?**

    This issue has not been specifically discussed in the Slovak literature. However, we consider that the provisions of the Regulation limiting the choice of the court shall apply also in relation to a choice-of-non-member state court agreements, as indicated by the CJEU judgment in Mahamdia (C-154/11).

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

    The prevailing view is that these provisions generally provide effective protection for the weaker parties.

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?**

    No decisions of the Slovak courts were found on this issue.

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?**
    No significant difficulties were identified in decisions of the Slovak courts.

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?**
    No decisions of the Slovak courts were found on this issue.

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?**
    No significant difficulties were identified in decisions of the Slovak courts.

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?**
    Slovakia's application practice with respect to Article 24(1) can be illustrated on the example of the Ruling of Regional Court in Prešov (21Co/138/2018) of 10 September 2018, in which the Court, as the court of appeal, decided on an action for substitution of declaration of will of defendants who, in the plaintiff's view, failed to fulfil their obligation to enter into a purchase agreement with the plaintiff with respect to immovable property owned by such defendants as joint owners. The immovable property is located in the territory of the Slovak Republic, with the defendants domiciled in the territory of another Member State. On the basis of an analysis of the CJEU case law,

the court of appeal concludes that in this case the subject-matter of the proceedings is not the *right in rem* with respect to immovable property but the question of substitution of declaration of will and thus the exclusive jurisdiction of the Slovak courts under Article 24 of the Regulation shall not apply in this case. In view of the court of appeal, Article 24(1) shall not be applied to all actions relating to *rights in rem* in immovable property but only to those seeking to determine the extent, composition of ownership or possession of the immovable property or the existence of other *rights in rem*. This was not the case here.

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?**
When assessing the seat, Section 2, subsection 3 of the Commercial Code shall be applied, whereunder the seat as it is registered in the respective registry (so-called formal seat) shall be a decisive one. Slovak law does not require that the formal seat of a legal entity be also its real seat.

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?**
Problems with the application of Art. 24(4) were pointed out in the past by Husovec, who commented on the resolution of the Supreme Court of the Slovak Republic, file ref. No. 2Ndob 44/2010 of 17 February 2011. (HUSOVEC, M.: Právomoc slovenského súdu v patentovom spore s cudzím prvkom. http://www.lexforum.cz/445). This was a dispute between a French plaintiff who claimed in Slovakia its rights under the Slovak patent against the English defendant, who was to distribute the generic drug infringing the patent in Slovakia. The plaintiff first brought only an action for refraining from acting, and later a claim for damages was inserted into a prayer for relief. The Supreme Court of the Slovak Republic ruled on the determination of the territorial jurisdiction of a court and stated in the present proceedings: 'it is not disputed in the proceedings that Article 22(4) of the Brussels I Regulation gives jurisdiction to the courts of the Slovak Republic.' As Husovec states, the Supreme Court was of the opinion that the dispute over the infringement of the Slovak patent is a matter of exclusive jurisdiction of the Slovak court. Husovec points out that this is a manifestly incorrect conclusion.

For the sake of completeness, it should be added, as Husovec and Konkol point out (KONKOL, A.: Cezhraničné súdne rozhodnutia vo veciach porušenia európskeho patentu. In: Revue pro právo a technologie, No. 13/2016), that patent invalidity cannot be objected under Slovak law as a defence in proceedings for infringement patent rights because in Slovakia the so-called separate system shall be applied. The validity of the patent may be disputed only before the Industrial Property Office of the Slovak Republic. The Slovak courts may even not consider the validity of the patent as an *inter partes* question and therefore the Slovak court will never apply the provision of Article 22(4) of the Brussels I Regulation in civil procedure.

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.**

    No decisions of the Slovak courts were found on this issue. In our opinion, disputes arising from the specific nature of the enforcement proceedings are likely to fall within the scope of that provision.

    As consider Procházka: "..the definition of the term 'enforcement of judgement' is important, which includes not only enforcement itself, but also any closely related proceedings, for instance, proceedings regarding the exclusion of property from distraint." (PROCHÁZKA, Radoslav. Čl. 22. In: ŠTEVČEK, Marek, FICOVÁ, Svetlana, BAJÁNKOVÁ, Jana, BARICOVÁ, Jana, CIRÁK, Ján, GEŠKOVÁ, Katarína, GRÓFIKOVÁ, Zuzana, KOTRECOVÁ, Alexandra, LAZÍKOVÁ, Jarmila, MACEK, Jaroslav, PROCHÁZKA, Radoslav, SMYČKOVÁ, Romana, VALOVÁ, Katarína. Občiansky súdny poriadok II. diel. 2. vydanie. Praha: Nakladatelství C. H. Beck, 2012, ISBN 978-80-7400-406-3.)

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?**

    No decisions or literature sources on this issue have been found.

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?

The Slovak authors state that 'the mere choice of jurisdiction cannot be regarded as a sufficient international element in assessing the scope of applicability of Article 25 of the Regulation, since the choice of jurisdiction of court of another state is in this case a disputed question which the court attempts to resolve. However, in case of choice of jurisdiction of a court of another state in contractual matters between parties domiciled in one Member State, it will normally suffice if the transaction itself contains a sufficient international element. For example, the determination of the place of performance of a contractual obligation in the territory of another state could be considered as such element of a transaction (justifying the application of Article 25 of the Regulation).' (MAXA, M: Právo medzinárodných obchodných transakcií.,1st edition, C.H.BECK, 2013, p. 306)

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 statistics available.

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?**

E.g. the Judgment of the Regional Court in Bratislava (2Cob/53/2013) of 20 January 2015. In the present case, the draft purchase contract, which also contained an choice-of-court clause, was not signed by the defendant, but was submitted to the plaintiff by the defendant. According to the Court, it is irrelevant that the contract is not signed by the party that submitted the contract. Adoption by the plaintiff shall be sufficient. (LEVRINC, M.: Princíp autonómie vôle v procesných vzťahoch s medzinárodným prvkom. In: Banskobystrické dni práva 2016, Banská Bystrica: Belianum, 2017, p.256)

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?

No decisions of the Slovak courts were found on this issue.

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?**

No decisions of the Slovak courts were found on this issue.

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?**

No decisions or literature sources on this issue have been found.

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?**

No decisions of the Slovak courts were found on this issue.

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, in relation to the Brussels I Regulation, the author states that "Article 23 of the Regulation contains own conditions of the formal validity of choice-of-court agreements. If the main contract does not correspond to the formal requirements of the legislation by which it is governed, and is therefore invalid, this fact is without prejudice to the formal validity of the choice-of-court agreement. The validity of the choice-of court agreement will be assessed exclusively on the basis of the requirements of Article 23 of the Regulation. Thus, if the agreement of parties meets the requirements of Article 23, it is valid and a possible dispute about the validity of the main contract will be resolved before the court or courts which it designates." (MAXA, p. 147)

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?**

The analysis of the Slovak judgments rendered by the Slovak courts does not indicate difficulties in interpreting this provision. E.g. judgment of the District Court of Prešov, file ref. No. (10C/28/2017-86) of 16 August 2018, in which the Court specified that such requirement was not satisfied, since the defendant had not provided any defence pleading with respect to duly served action at the request of the Court.

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).**
    No decisions of the Slovak courts were found on this issue.
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?**
    No decisions on this issue have been found.
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)?**
    For the purpose of article 32, a court shall be deemed to be seised at the time when the document instituting the proceedings is lodged with the court. (See also Section 156 of the Code of Civil Dispute Procedure)
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?**

    This issue has not been discussed in detail in the Slovak literature. However, it is possible to draw attention to the legal opinion concerning the provisions of the Brussels I Regulation. 'Since Articles 27 and 28 of the Brussels I Regulation use the general concept of 'proceedings', which may be conducted with respect to more than one claim, such fact implies that the extension of the motion to commence the proceedings for a further claim could also be

considered as part of ongoing proceedings. However, Articles 27 and 28 further specify the concept of 'proceedings' by requiring them to be dealt with in a particular identifiable matter. A specific case can be determined on the basis of identification of the parties and the subject-matter of the proceedings, that is to say, the facts and the legal basis of the asserted claim. Since the extension of the motion does not change the parties to proceedings, only the question of identicalness of the subject-matter of the initial and the extended motion shall be decisive for determining the opening time of the proceedings. If the subject-matter of the initial and extended motion is identical, the proceedings for extended motion may be deemed to have been commenced already at the time the proceedings for initial motion have been commenced within the meaning of Article 30. However, if the initial and the extended motion are based each on different facts (for example, where such facts arose after opening of the proceedings for initial motion) or are based on a different legal basis, the proceedings for extended motion shall be considered to have commenced only at the time of extension of the initial motion. '(MAXA, M., p. 210.)

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))?**

No decisions of the Slovak courts were found on this issue.

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?**
    No decisions on this issue have been found.
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?**
    We suppose that the EU's accession to the Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgements in Civil or Commercial Matters or the unification of the conditions for the recognition of judgements of third states in civil or commercial matters in the European Union will contribute to an increase in the effectiveness of the provisions of Articles 33 and 34.
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?**
    No decisions on this issue have been found.
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?**
    No decisions on this issue have been found.

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?**
    In its Ruling No. 1Obo/162/10 of 26 January 2011, the Supreme Court of the Slovak Republic dealt with a motion for provisional measure whereby a Slovak court would order a company based in a non-member state not to dispose of shares of another company based in a Member State and refrain from exercising the voting rights attached to such shares. In that case, the Supreme Court of the Slovak Republic, referring to Article 4 of Regulation 44/2001, found that jurisdiction for provisional measure was assessed under the Slovak PILA and not under Article 35 of the Brussels Ia Regulation. In that decision, the Supreme Court also stated that 'the court before which a motion for provisional measure has been brought under Article 35 of the

Brussels Ia Regulation shall apply the *lex fori* to determine the measures to be ordered.'

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?**

The Supreme Court of the Slovak Republic, in its ruling (1Obo/162/10) of 26 January 2011, stated that 'Article 31 of the Brussels I Regulation was aimed primarily at situations where a provisional measure is to be implemented in a Member State whose courts have no jurisdiction to conduct the trial on merits.' In the Slovak literature we may encounter an opinion that 'even from the principle of territoriality, according to which the provisional measure has basically effects only in the country of its issue, cannot be inferred that the provisional measure may not be applied to the foreign situation. However, a sufficient and rational substantive link between Slovakia and ordering provisional measure should be required." (CSACH, K.: Predbežné opatrenia v medzinárodnom práve procesnom. In: SLAŠTAN, M. – SIMAN, M. et al.: Aktuálne otázky európskeho medzinárodného práva súkromného. Pezinok: The Judicial Academy of the Slovak Republic, 2018, p. 46.)

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.**

No decisions on this issue have been found.

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?**

No statistics available.

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?**

No information available

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?**

There is no reported practice under the Brussels Ia Regulation.

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?**

There is no reported practice under the Brussels Ia Regulation.

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 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?**

There is no reported practice under the Brussels Ia Regulation.

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

There is no reported practice under the Brussels Ia Regulation.

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?**

No statistics available.

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?

No statistics available.

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?

No statistics available.

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

No decisions on this issue have been found.

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?

No statistics available.

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?

No statistics available.

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?

This question was commended by Csach: "The case law on the assessment of consumer protection within the enforcement proceeding has been developed when reviewing arbitral awards for their conformity with consumer law. The concept of limited res iudicata of arbitral awards in consumer disputes has been thereby

adopted. It follows the view that arbitral awards are not really definite and do not enjoy a material res iudicata effect if they are issued against a consumer. The Supreme court is still hesitant to allow for a material check of the arbitral award within the enforcement phase, but allows the control of the arbitral agreement for its conformity with unfair terms regulation (a control on the merits of the case) in this phase. As an arbitration agreement was considered unfair, unless individually negotiated, the enforcement of such awards was halted per se, as the awards are considered null despite not being challenged by an action for annulment. Due to the introduction of the Act on Consumer Arbitration, the court have other means to intervene into the enforcement of arbitral awards." (Csach, K.: National Report – Consumer Protection Strand. European Commission. An evaluation study of the impact of nation procedural law and practices on the equivalence and effectiveness of the procedural protection of consumers under EU law. JUST/2014/RCON/PR/CIVI/0082.)

The Constitutional Court of the Slovak Republic has recently ruled on the validity of the arbitration clause in a consumer contract in its finding from 11 June 2019 (III.ÚS 438/2018) as follows: "In order for the arbitration contractual clause in consumer matters to be valid, it is required that the consumer have the possibility to oppose it when concluding the contract so that in the case of indicating disagreement, mutual disputes related to a consumer contract are heard and decided by a general court. If this condition is met, it is not possible to invoke the invalidity of this clause. It makes no difference in this regard whether the consumer indicated his consent to the clause consciously or inadvertently."

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

Agreement between the Czechoslovak Socialist Republic and the People's Republic of Bulgaria on Legal Aid and the Adaptation of Legal Relations in Civil, Family and Criminal Matters (No. 3/1978 Coll.)

Agreement between the Czechoslovak Socialist Republic and the Republic of Cyprus on Legal Assistance in Civil and Criminal Matters (No. 96/1983 Coll.),

Agreement between the Slovak Republic and the Czech Republic on Legal Assistance provided by Judicial Authorities and the Adaptation of Certain Legal Relationships in Civil and Criminal Matters with the Final Protocol (No. 193/1993 Coll.),

Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the French Republic on Legal Assistance, Recognition and Enforcement of Judgments in Civil, Family and Commercial Matters (No. 83/1985 Coll.),

Agreement between the Czechoslovak Socialist Republic and the Republic of Greece on Legal Assistance in Civil and Criminal Matters (No. 102/1983 Coll.),

Agreement between the Czechoslovak Socialist Republic and the Socialist Federal Republic of Yugoslavia on the Legal Relations in Civil, Family and Criminal Matters (No. 207/1964 Coll.),
Agreement between the Czechoslovak Socialist Republic and the People's Republic of Hungary on Legal Assistance and Legal Relations in Civil, Family and Criminal Matters (No. 63/1990 Coll.
Agreement between the Czechoslovak Socialist Republic and the People's Republic of Poland on Legal Assistance for the Treatment of Legal Relations in Civil, Family, Labour and Criminal Matters (No. 42/1989 Coll.),
Agreement between the Czechoslovak Republic and the People's Republic of Romania on Legal Assistance in Civil, Family and Criminal Matters (No. 31/1959 Coll.),
Agreement between the Czechoslovak Socialist Republic and Spain on Legal Assistance, Recognition and Enforcement of Judgments in Civil Matters (No. 6/1989 Coll.),
Agreement between the Czechoslovak Socialist Republic and the Italian Republic on Legal Assistance in Civil and Criminal Matters (No. 508/1990 Coll.).

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?**
    Slovak authors drew attention to the above-mentioned decisions, and a legal opinion appeared on which the conditional priority of the Convention over the Brussels Ia Regulation can, in the application practice, cause uncertainty for contracting parties as to which source will be applied in a particular case. (ZÁTHURECKÝ, M.: p. 474). No decisions of Slovak courts which would refer to the above-mentioned decisions of the CJEU have been found.
78. **Which Treaties and international Conventions have triggered Article 71 in your jurisdiction?**
    For example: Convention on the Contract for the International Carriage of Goods by Road or The Convention concerning International Carriage by Rail.

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?**
    No decisions on this issue have been found.
80. **Have Articles 71(a) – 71(d) been already applied in your jurisdiction?**
    No decisions on this issue have been found

BIBLIOGRAPHY

BULLA, M.: Medzinárodné právo súkromné Európskej únie optikou pracovného práva. Bratislava: Friedrich Ebert Stiftung, zastúpenie v SR, 2015, ISBN 978-80-89149-45-2.
BURDOVÁ, K.: Právomoc založená na účasti žalovaného v konaní v kontexte nariadenia Brusel I. In: Acta Facultatis Iuridicae Universitatis Comenianae. Č. 2/2014, s. 5-27
BURDOVÁ, K. – VOZÁRYOVÁ, M.: Zmeny v uznávaní a výkone rozsudkov v občianskych a obchodných veciach podľa prepracovaného Nariadenia Brusel I. In: Acta Facultatis Iuridicae Universitatis Comenianae. - Roč. 32, č. 2 (2013), s. 7-20
BURDOVÁ, K.: Nariadenie Brusel Ia a tretie štáty. In: GIERTL, A. (ed.): Regionalizums. Stav-východiská-perspektívy. Košice Univerzita Pavla Jozefa Šafárika v Košiciach, 2013, s. 27-33.
CSACH, K - GYÁRFÁŠ, J. - PORUBSKÝ, M. - ŠTEVČEK, M.: Zákon o rozhodcovskom konaní. 1. vydanie. Praha: Nakladatelství C. H. Beck, 2017
CSACH, K. – GREGOVÁ ŠIRICOVÁ, Ľ. – JÚDOVÁ, E.: Úvod do štúdia medzinárodného práva súkromného a procesného. 2 vydanie. Bratislava: Wolters Kluwer, 2018,
CSACH, K.: National Repoet – Consumer Protection Strand. European Commission. An evaluation study of the impact of nation procedural law and practices on the equivalence and effectiveness of the procedural protection of consumers under EU law. JUST/2014/RCON/PR/CIVI/0082
FUNTA, R.: Torpédové žaloby po revízii nariadenia Brusel I. In: Justičná revue, č. 12/2015, s. 1425-1430.
HAŤAPKA, M.: Priznávanie účinkov cudzím rozhodnutiam v občianskych veciach v Slovenskej republike (uznávanie a výkon); Justičná revue, 67, 2015, No. 3, p. 279-315.
HAŤAPKA, M.: K niektorým zásadným aspektom pôsobnosti nariadenia Brusel I. In: Justičná revue, 59, 2007, č. 6-7, s. 896-913
HUSOVEC, M.: Právomoc slovenského súdu v patentovom spore s cudzím prvkom. http://www.lexforum.cz/445
HUSOVEC, M.: Zodpovednosť na internete podľa českého a slovenského práva. CZNIC, 2014
JÚDOVÁ, E.: Rozhodnutie SD ES West Tankers - je rozhodcovské konanie naozaj vylúčené z rozsahu Nariadenia Brusel I.? In: Míľniky práva v stredoeurópskom priestore 2009: sympóziá, kolokviá, konferencie : zborník z medzinárodnej konferencie doktorandov a mladých vedeckých pracovníkov konanej v dňoch 16. - 18. 4. 2009 v priestoroch ÚZ NR SR Častá-Papiernička / zost. Juraj Hamuľák, Anton Martvoň. 1. časť. - Bratislava : Univerzita Komenského, Právnická fakulta, 2009. - S. 108-115.
JÚDOVÁ, E.: Inštitúty civilného procesného práva a ich využitie v medzinárodnom práve súkromnom - príklad prekážky litispendencie. In: Banskobystrické zámocké dni práva: zborník z 3. ročníka medzinárodnej vedeckej konferencie na tému „Identifikácia únosnej miery autonómie právnych odvetví a súčasnej potreby ich

synergie", 23.-24. november 2017, Vígľaš / zost. Michal Turošík, Andrea Ševčiková ; rec. Ján Cirák, Miroslav Kelemen ... [et al.]. Sekcia súkromného práva. - 1. vyd. - Banská Bystrica : Vydavateľstvo Univerzity Mateja Bela - Belianum, 2018, s. 260-277

JÚDOVÁ, E. – LEVRINC, M.: (eds.) Skúsenosti s aplikáciou Nariadenia Brusel I. a jeho revízia. Banská Bystrica: Belanium, 2015

LACKO, P.: Nariadenie Brusel I (prepracované znenie). Komentár. Bratislava: Wolters Kluwer, 2016.

LEVRINC, M.: Princíp autonómie vôle v procesných vzťahoch s medzinárodným prvkom. In: Banskobystrické dni práva 2016, Banské Bystrica: Belianum, 2017. s. 253-260.

LEVRINC, Miloš. Exekúcie na podklade cudzích rozsudkov podľa nariadenia č. 1215/2012. *Právny poriadok Slovenskej republiky po 25. rokoch: zborník príspevkov z medzinárodnej vedeckej konferencie "1. Banskobystrické dni práva" usporiadanej pri príležitosti 20. výročia založenia Právnickej fakulty Univerzity Mateja Bela v Banskej Bystrici, 11.-12. novembra 2015*. Banská Bystrica: Vydavateľstvo Univerzity Mateja Bela - Belianum, 2015, , 331-340. ISBN 978-80-557-1073-0.

KONKOL, A.: Cezhraničné súdne rozhodnutia vo veciach porušenia európskeho patentu. In: Revue pro právo a technologie. č. 13/2016

LYSINA, P.: Forum shopping v medzinárodnom práve súkromnom EÚ. In: Míľniky práva v stredoeurópskom prietsore 2017. Bratislava: Univerzita Komenského, Právnická fakulta, 2017. ISBN 978-80-7160-445-7. S. 174-181.

MAXA, M. Právo medzinárodných obchodných transakcií. Bratislava: C. H. Beck, 2013

MALOVCOVÁ, L.: Právomoc v zmluvných veciach podľa nariadenia Brusel I. In: Justičná revue, č.6-7/2014.

MASLÁK, M.: Kolektívne žaloby v spotrebiteľských veciach – terra incognita v Slovenskej republike? Povaha požadovaných nárokov, financovanie, náhrada trov konania, účinky rozhodnutia a cezhraničné uplatnenie kolektívnych práv – 2. časť. In: Právny obzor, č. 3/2017, s. 268-288.

SLAŠTAN, M.: Lis pendens - medzinárodná arbitráž a Civilný sporový poriadok. In: Aktuálne otázky medzinárodného práva : zborník príspevkov vydaný pri príležitosti 70. narodenín doc. JUDr. Petra Vršanského, CSc.. - : 1. vyd. ISBN 978-80-571-0030-0. - Bratislava : Wolters Kluwer SR, 2019. - S. 333-353

SLAŠTAN, M. – SIMAN, M. a kol.: Aktuálne otázky euróskeho medzinárodného práva súkromného. Pezinok: Justičná akadémia Slovenkej republiky, 2018. ISBN 978-80-973158-0-1.

SUDZINA, M.: Insolvenčné konania podľa nariadenia o insolvenčnom konaní. Košice: Univerzita Pavla Jozefa Šafárika v Košiciach, Právnická fakulta, 2018, ISBN 978-80-8152-614-5

ŠTEVČEK, Marek, KOTRECOVÁ, Alexandra, TOMAŠOVIČ, Marek, MOLNÁR, Peter. Exekučný poriadok. 3. vydanie. Praha: Nakladatelství C. H. Beck, 2018

VNUKOVÁ, J.: Zhrnutie hlavných aspektov revízie nariadenia Brusel I. In: Ars notaria, č. 1, 2014, s. 4-9

VOZÁRYOVA, M. – BURDOVÁ, K.: Novelizácia Nariadenia Brusel 1. - aké zmeny v právnej úprave právomoci prináša? In: Acta Facultatis Iuridicae Universitatis Comenianae. - Roč. 32, č. 2 (2013), s. 108-120.

VOZÁRYOVÁ, M.: Voľba právomoci v medzinárodnom práve súkromnom. In: VALUCH, J. – BLAŽO, O. (eds.): Právna a ekonomická dimenzia slobody jednotlivca v súčasnom európskom a medzinárodnom práve. Bratislava: PraF UK, 2013, s. 110 – 119.

ZÁTHURECKÝ, M.: Formálne pramene medzinárodného práva súkromného so zameraním na stret nariadenia a dohovoru. In: Aktuálne otázky medzinárodného práva. Zborník príspevkov pri príležiteosti 70. Narodenín doc. JUDr. Petra Vršanského, CSc. Bratislava: Wolters Kluwer, 2019, s. 474