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

## Swedish National Report

## 19 May 2019

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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?

   *Judgments of the Supreme Court and a small selection of judgments of the courts of appeal are published in semi-official collections on paper and are available online. Some other judgments are available on sites accessible to paying subscribes only.*

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

   *Generally yes, to the extent such case law exists.*

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

   *There is very little experience of the new rules so far, but the general evaluation is positive.*

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

   *There are no particular suggestions*.

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*.

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?

   *The Supreme Court has held that the rules of the Swedish Code of Judicial Procedure on the territorial competence of local courts must not be used to extend Swedish jurisdiction in a manner lacking support in the Brussels Ia Regulation (NJA 2018 p. 957).*

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 issue is resolved by 2 § of Act (2014:912), stipulating that the District Court of Stockholm (Stockholms tingsrätt) serves as a residual ("reserve") forum whenever Sweden has jurisdiction pursuant to the Regulation but there is no other locally competent court.*

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

   *The autonomous Swedish jurisdictional rules that apply when the rules of the Regulation are not applicable (for example, due to Article 6(1) because the defendant is not domiciled in a Member State) are normally found in Chapter 10 of the Swedish Code of Judicial Procedure. These provisions are intended mainly to regulate local competence of first instance courts, but they are often applied by analogy to international jurisdiction as well.*

## Substantive scope

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

   *No particular problems. In RH 2010:75, a Court Appeal found the 1988 Lugano Convention inapplicable to an action for a negative declaratory judgment declaring that the claimant was not bound by an arbitration agreement.*

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.

    *No particular problems.*

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

    *There is no published case law, but it must be noted that the Regulation does not provide for the recognition of court settlements but merely for their enforcement.*

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 is no published case law, but it must be noted that the Regulation does not provide for the recognition of authentic instruments but merely for their enforcement.*

## 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?

    *There have been no difficulties or controversies*.

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'?

    *It is a useful clarification.*

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?

    *It suffices that jurisdiction can be established according to the rules of the Regulation, even if it has not be exercised.*

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?

    *The answer to the first question is yes. In the situation described in the second question, the provisional measure remains probably valid in Sweden.*

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 issue has not arisen, but it is submitted that the certificate should be respected. In situations described in Article 45(1)(e), this applies merely to the findings of fact on which the court of origin based the certificate (see Article 45(2).*

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*)?

    *The problem has not attracted particular attention, partially due to Article 3(b), which declares Swedish enforcement authorities to be courts for the purposes of the Regulation when acting in summary proceedings on payment orders and assistance.*

## 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?

    *There are no available statistics*.

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?

    *It is submitted that Article 26 applies only if the defendant is domiciled in a Member State*.

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)?

    *The lis pendens rules apply regardless of the domicile of the defendant and irrespective of whether the court of the Member State first seised had jurisdiction pursuant to the Regulation (an exception follows from Article 31(2)).*

## 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?

    *There have been no difficulties.*

## 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?

    *There are no statistics. However, Article 7(1)(b) is generally considered to be difficult to apply.*

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?

*Article 7(1)(b) has given rise to doubts regarding the determination of the place of performance in situations where it has not been designated by the contract and no performance has taken place. It seems, however, that the CJEU has clarified the matter in the case of Saey v. Lusavouga, (C-64/17).*

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?

    *The agreement of the parties on the place of performance prevails.*

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?

    *There are a few cases dealing with jurisdiction in disputes on infringements of intellectual property rights, but they concerned forum delicti pursuant the previous Brussels I Regulation of 2000 and the Lugano Convention, and complied with the judgments of the CJEU. In one Lugano case, NJA 2012 p. 483, the Supreme Court found the "droit moral" of the author to be so similar to personality rights that it was treated in accordance with the eDate judgment of the CJEU.*

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.*

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?

*There has been some discussion on whether an internet site (home page) can constitute an "establishment", but there is no case law on this point.*

**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?

    *The issue has not arisen in practice, but it is submitted that such an omission does not constitute a ground for refusal of recognition and enforcement*.

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?

    *The limitations on prorogation, imposed by Articles 15(1-2), 19(1-2) and 23, should apply even when the prorogation clause provides for the jurisdiction of a country outside the EU.*

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

    *In general the answer is yes*.

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?

*There have been no difficulties.*

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?

*There have been no difficulties. In a case concerning Articles 15-17 of the previous Brussels I Regulation of 2000, a Court of Appeal held that a dissatisfied student claiming restitution of tuition fees was a consumer, in spite of the fact that the purpose of the education was to further his professional career (RH 2007:67).*

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?

*There have been no difficulties.*

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?

*There have been no difficulties.*

**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?

*There have been no difficulties. In a case under the 1968 Brussels Convention, the Supreme Court held that proceedings concerning a reduction of purchase price for immovable property did not have as their object rights in rem in the sense of Article 16(1) of the Convention (NJA 2007 p. 787).*

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?

*Swedish private international law adheres to the incorporation theory, but Chapter 3 § 2 of the Swedish Companies Act requires that companies registered in Sweden have also their statutory seat in Sweden. There have been no difficulties.*

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?

*A Court of Appeal found in decision RH 2017:49, based on the rule on exclusive jurisdiction in Article 22(4) of the Brussels I Regulation of 2000, that there was no Swedish jurisdiction to adjudicate a dispute about who had the right to an American patent application, although this was merely a preliminary issue in relation to a potential application for the registration of the patent. Even though Article 22(4) presupposes that the court having exclusive jurisdiction is a court of a Member State (i.e. not an American court), the Court of Appeal followed the GAT decision of the CJEU, as it considered it to be an expression of "internationally accepted jurisdictional principles".*

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.

*There is no recent case law on this point and I do not want to speculate*.

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?

*There is no case law and I do not want to speculate*.

**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?

*There is no case law and the literature provides no real guidance.*

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?

*There are no statistics, but the answer should probably be yes*.

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?

*There have been no problems in practice*.

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?

    *The issue of consent has arisen in two older Court of Appeal cases in connection with the question whether prorogation clauses bind the legal successors of the parties. In ND 2007 p. 38, concerning Regulation Brussels I, the clause in a bill of lading was considered binding due to the negotiability of the document. In the Lugano Convention case RH 2010:90 it was found binding as well, because the parties had informally continued to act in accordance with the agreement under a long time after one of them had been replaced. A third Court of Appeal case, ND 2015 p. 1, dealing with Regulation Brussels I, concerned the requirement that the prorogation must be connected "with a particular legal relationship"; the clause in casu was in a general framework agreement but the Court held that the individual contracts specified the relationship in a sufficient manner to make the clause valid.*

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*.

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*.

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*.

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*.

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?

    *No*.

**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).

    *In the maritime case ND 2006 p. 73, a Court of Appeal found that there was no lis pendens in the sense of the Brussels I Regulation between an action for damages and a parallel action for the limitation of the amount of damages pursuant to the Maritime Act.*

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?

    *There are no formal obstacles standing in the way of direct contact with the courts in other Member States, but lis pendens is usually invoked by the defendant.*

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)?

    *Pursuant to Swedish procedural law, the court is seised and the case is considered pending as from the moment when the document instituting the proceedings is lodged with the court.*

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?

    *As a main rule, Swedish procedural law does not allow amendments of claims under proceedings that are already pending. There are some exceptions though, such as when the plaintiff demands a different performance due to previously unknown circumstances. Such a change does not affect the date of seising as long as the issue in dispute (the cause of action) remains the same (Chapter 13, 6 § of the Code of Judicial Procedure).*

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))?

    *There is no case law on this point.*

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?

    *There is no experience with the application of this new provision.*

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?

    *There is no experience with the application of these provisions.*

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?

    *There is no experience with the application of these provisions.*

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?

    *There is no experience with the application of these provisions.*

**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?

    *There have been no difficulties.*

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?

*There are no decisions and the literature describes merely the case law of the CJEU.*

## 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.

*Not so far.*

# 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?

*Very rarely, there is no published case law.*

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?

*There has been some training and additional advice is provided in an internal handbook of the Enforcement Authority.*

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?

*The Swedish Enforcement Authority (Kronofogden) is a single agency with competence for the whole country, even though it has 23 local offices.*

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?

*The site of the Enforcement Authority (www.kronofogden.se) is accessible in 11 linguistic versions, including English.*

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?

*There are no available statistics.*

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?

*No.*

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

*No.*

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?

*There are no available statistics.*

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?

*There are no statistics, but the answer should probably be no.*

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.*

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

    *Yes.*

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?

    *There are no statistics and there is no published case law on Article 54, but when applying the 1988 Lugano Convention in NJA 1995 p. 495, the Supreme Court adapted an Italian protective measure.*

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?

    *There are no statistics. Documents in English, Danish or Norwegian are usually accepted in Sweden without translation, see 10 § of Government Decree (2014:1517). In NJA 2011 p. 345, concerning enforcement under Regulation Brussels I, the Supreme Court held that the costs of translation are in principle to be borne by the parties themselves. This means that attempting the enforcement of judgments concerning small amounts may sometimes be unreasonable from an economic point of view.*

## 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?

    *No unfair contract clauses of this kind would be recognized by Swedish procedural law. For example, 6 § of Act (1999:116) provides that an arbitration clause in a consumer contract may not, as a main rule, be relied on when it was entered into prior to the dispute.*

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

    *No*.

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?

    *No*.

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

    *None*.

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*.

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

    *No*.