

Entry into the UK of the 2019 HCCH Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters

Following Brexit, the Brussels I bis Regulation is no longer applicable to judgments rendered by UK courts which makes their enforcement and recognition significantly more difficult. The HCCH Convention of 2 July 2019, will greatly facilitate the recognition of UK judgments in Luxembourg.

Recognition of judgments rendered by UK courts in Luxembourg prior to the 2019 Convention

Pre-Brexit, UK judgments were enforceable and recognised under the Brussels I bis Regulation between member states. After the UK left the EU, the HCCH Convention of 30 June 2005 on Choice of Court Agreements (the **2005 Convention**) became applicable, enabling the mutual recognition and enforcement of judgments rendered by UK courts in the context of exclusive jurisdiction clauses only.

For judgments rendered for non-exclusive jurisdiction, Luxembourg courts used article 678 of the Luxembourg New Civil Procedure Code to enforce UK judgments.

This created an imbalance between:

- UK judgments rendered on the basis of exclusive jurisdiction clauses which were enforceable in Luxembourg within several weeks in accordance with the 2005 Convention; and
- judgments rendered by UK courts on the basis of non-exclusive jurisdiction clauses which were enforced in accordance with the Luxembourg New Civil Procedure Code, but only after proceedings which may take several years

Since 1 July 2025, the HCCH Convention of 2 July 2019 on the recognition and enforcement of foreign judgments in civil or commercial matters (the **2019 Convention**) is now applicable in the UK and as well as between the UK and Luxembourg.

The 2019 Convention

1 The Scope of the Convention

The 2019 Convention has a scope similar to the 2005 Convention which is limited to judgments in commercial and civil matters.

It is only applicable to judgments rendered by UK courts after 1 July 2025 for proceedings commenced after this date.

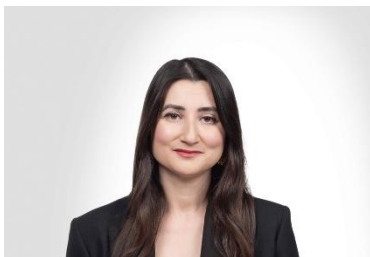
2 Impact on recognition and enforcement

Since 1 July 2025, the entry into force of the 2019 Convention in the UK facilitates the recognition of judgments rendered by UK courts under non-exclusive jurisdiction clauses (the validity of which was recently confirmed under EU Law by the CJEU, provided that certain conditions are met).

This permits the restoration of the imbalance existing between exclusive jurisdiction clauses and non-exclusive jurisdiction clauses in English law governed documents. Non-exclusive jurisdiction clauses are commonly used in LMA standard finance documents which allow one party to choose among several courts while limiting the other party to the court chosen by the parties in the document. After Brexit the enforcement of judgments rendered by UK courts under non-exclusive jurisdiction clauses became more complex and less straightforward compared to judgments based on exclusive jurisdiction clauses.

The 2019 Convention is welcome. It fills a gap left by Brexit by providing the missing legal certainty for non-exclusive jurisdiction clauses in UK law governed documents and offers the creditors a more predictable framework for enforcing UK courts' decisions against debtors in Luxembourg.

Contacts



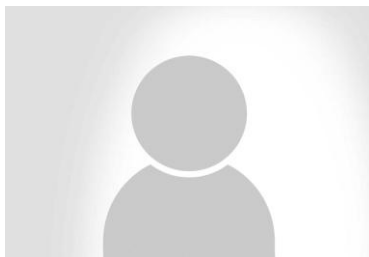
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