Yetki anlaşmaları

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2016 tarihli Yetki Anlaşmaları Kanunu (Choice of Court Agreements Act 2016), 30 Haziran 2005 tarihli Lahey Yetki Anlaşmaları Sözleşmesi'ni (Hague Convention on Choice of Court Agreements) Singapur'da yürürlüğe koyar. Uluslararası bir ticari sözleşmenin tarafları münhasıran bir Akit Devletin mahkemelerini seçmişse Singapur mahkemesi, anlaşmaya aykırı olarak açılan davayı durdurmak ve seçilen mahkemenin kararını tanıyıp tenfiz etmek zorundadır.[1] Sözleşmenin Akit Devletleri arasında Avrupa Birliği, Birleşik Krallık, Meksika, Karadağ ve Ukrayna bulunmaktadır. İsviçre, 30 Haziran 2026 itibarıyla Akit Devlet değildir. Bu nedenle İsviçreli bir tarafla yapılan bir sözleşmede Singapur mahkemelerinin münhasıran seçilmesi Singapur'da Kanun uyarınca hüküm doğurur. İsviçre'de ise yalnızca İsviçre Milletlerarası Özel Hukuk Kanunu (IPRG/PILA) md. 5 uyarınca hüküm doğurur. Bu hüküm, yabancı bir mahkemenin seçilmesini, seçim kötüye kullanma niteliğinde olmadıkça geçerli kabul eder.[2]

Notlar

1. Choice of Court Agreements Act 2016, s. 11–13 (Singapur mahkemesinin yükümlülükleri) ve 3. Kısım (tanıma ve tenfiz). ↩

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2. PILA md. 5 (SR 291), yetki anlaşmalarına ilişkin. İsviçre, ne 2005 tarihli Lahey Sözleşmesi'ni ne de 2019 tarihli Lahey Yabancı Kararlar Sözleşmesi'ni (Hague Judgments Convention) imzalamıştır. ↩

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