

# REGULATION (EU) NO 1215/2012 ON JURISDICTION AND THE RECOGNITION AND ENFORCEMENT OF JUDGMENTS IN CIVIL AND COMMERCIAL MATTERS WITH SPECIAL REFERENCE TO THE RELATIONSHIP BETWEEN THE REGULATION AND ARBITRATION

Vjekoslav PULJKO, Ph.D.

Faculty of Law,  
Josip Juraj Strossmayer University of Osijek, Croatia

vpuljko@pravos.hr

## **Abstract**

*The paper analyses the recent changes to the rules on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters adopted by Regulation (EU) No 1215/2012. The introductory part gives a brief overview of the Regulation and analyses the most important changes, whereas the second part deals with the segment of the Regulation regulating or “not regulating” arbitration; the exclusion of arbitration from the scope of the Regulation, the relationship of the courts (of Member States) and the arbitration agreement, arbitration as an incidental question in a dispute, the relationship between the Regulation and the 1958 New York Convention.*

**Keywords:** 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 (recast), *lis pendens*, *exequatur*, arbitration, arbitration as an incidental question, arbitration agreement, the 1958 New York Convention.

JEL Classification: J5, J52, K2

# 1. INTRODUCTION

Since the 1970s, a system of uniform rules has been created in Europe governing the interstate judicial cooperation in the recognition and enforcement of judgments in civil and commercial matters as it is the foundation of integration of the European judicial area. This process started much earlier, but the first specific result was the Brussels Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters<sup>1</sup>. It was signed by the then six Member States of the European Community. Most of the content of the Brussels Convention was taken over by Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters<sup>2</sup> (Brussels I Regulation), which has since then been the main source of civil procedural law in the EU.

The meaning of the Brussels I Regulation is well known. It is the key instrument for determining jurisdiction in both civil and commercial matters, as well as the conditions under which the judgments of the courts of Member States have to be recognised and enforced. The process of its revision started on the date of its entry into force and has taken place along with its application as more intense international judicial cooperation seeks to simplify common procedural rules in order to achieve the ultimate goal of the process of European integration, i.e., “maintaining and developing an area of freedom, security and justice”<sup>3</sup>.

Pursuant to Article 73 of the Brussels I Regulation, the Commission was obliged to submit a report on its application to the European Parliament, the Council and the European Economic and Social Committee five years after its entry into force. The debate over amendments to the Brussels I Regulation was initiated by the judgments given by the Court of Justice of the European Union and the Green Paper containing comments from the interested public.<sup>4</sup> It has been a long process, and the goal of this paper is to present the result.

<sup>1</sup> Official Journal L 299 of 31 December 1972; the latest version of the text was published in Official Journal C 27 of 26 January 1998.

<sup>2</sup> OJ L 12, 16.1.2001, p. 1, Regulation as last amended by Commission Regulation (EC) No 2245/2004 (OJ L 381, 28.12.2004, p.10).

<sup>3</sup> Recital 3 of Regulation No 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast).

<sup>4</sup> COM (2009) 175, April 2009.

## 2. MAJOR CHANGES

We believe that there are four key changes; limited extension of jurisdiction to the defendants not domiciled in a Member State,<sup>5</sup> the relationship between arbitration and the Regulation,<sup>6</sup> reaching an agreement conferring jurisdiction has been “empowered” by changing the rules on *lis pendens* because the solution offered by the Brussels I Regulation was often criticised. In short, pursuant to Article 27 of the Brussels I Regulation, it was determined that if any proceeding involving the same cause of action between the same parties is first brought in a court of a Member State and after that in another court of a different Member State, any court other than the court first seised shall on its own motion stay its proceedings. If the jurisdiction of the court first seised is established, any court other than the court first seised shall decline jurisdiction in favour of that court. It is clear why this rule was adopted, but it was often misused in such a way that debtors, who entered into contracts of commercial nature in which they also specified the court to have jurisdiction to resolve disputes, avoided fulfilling their obligations such that they initiated proceedings before creditors did in the courts of the Member States that had jurisdiction on some other ground.<sup>7</sup>

<sup>5</sup> Although the Brussels I Regulation also provided for exceptions to the rule stating that if the defendants are domiciled in a Member State, the courts of that Member State shall have jurisdiction, the recast Regulation extended jurisdiction on the basis of the so-called protective jurisdiction provided for by Recital 18: “In relation to insurance, consumer and employment contracts, the weaker party should be protected by rules of jurisdiction more favourable to his interests than the general rules”, what was transformed into the rule stating that a consumer may bring proceedings against the other party to a contract either in the courts of the Member State in which that party is domiciled or, regardless of the domicile of the other party, before the courts for the place where the consumer is domiciled (Article 18(1)). The solution for both insurance and individual contracts of employment is similar since the insurers, the insured, the injured parties and the employees are the weaker parties in the proceedings, and they need special protection. Except for cases of protective jurisdiction and in one part of the recast Regulation referring to agreements conferring jurisdiction, other jurisdiction is provided for that shall be extended to persons who are not domiciled in a Member State but who have agreed by the agreement conferring jurisdiction that a court of a Member State shall have jurisdiction to settle their dispute (Article 25).

<sup>6</sup> See: Carducci, G.: “The new EU Regulation 1215/2012 of 12 December 2012 on jurisdiction and international arbitration with notes on parallel arbitration, court proceedings and the EU Commission’s proposal”, *Arbitration International*, Vol. 29, No. 3, 2013, pp. 467-483, Hartley, T. C.: “The Brussels I Regulation and arbitration”, *International and Comparative Law Quarterly*, Vol. 63, No. 4, 2014, pp. 843-866.

<sup>7</sup> Courts in Italy and Greece were most frequently the preferred choice so that this practice was called the “Italian torpedo” because these courts used to delay the proceedings.

When the jurisdiction of the court first seised was established, the court having jurisdiction under the contract should stay the proceeding and the case would be resolved in the court before which the proceeding had been initiated first.<sup>8</sup> The rules of *lis pendens* and related actions were changed because of that abuse.

The scope of *lis pendens* rules was expanded - a new rule was introduced that regulates jurisdiction in proceedings initiated or pending before a court of a third state (non-EU countries)<sup>9</sup> - although limited, international *lis pendens* was introduced and recognised. And finally, the fourth, but a very significant change, concerns the recognition and enforcement of judgments in another Member State, i.e., the abolition of *exequatur*.

The rules excluding arbitration have undergone significant changes which we will elaborate on below.

Let us mention that jurisdiction rules for insurance and consumer contracts and individual contracts of employment have also undergone some changes. These are not dramatic changes, but rather small steps designed to further strengthen the position of the weaker party.

### 3. A SHORT OVERVIEW

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 (recast)<sup>10</sup> (hereinafter referred to as: “the Regulation”) has been applied in the courts of all 28 Member States since 10 January 2015<sup>11</sup> after a long period of almost two years of consideration and judgment of novelties it introduces.

The Regulation took over the structure of the Brussels I Regulation – it is divided into eight chapters. After 41 recitals in the Preamble, Chapter I outlines the scope of the Regulation and definitions. There are no significant changes

<sup>8</sup> See the case *Gasser v MISAT* C-116/02, the judgment of the Court of the European Union of 9 December 2003.

<sup>9</sup> Article 34 of the Regulation.

<sup>10</sup> OJ L 351/1 of 20 December 2012.

<sup>11</sup> Article 81 of the Regulation.

in this part, except that, in relation to the Brussels I Regulation, definitions of terms have been added<sup>12</sup>.

Chapter II, “Jurisdiction”, keeps a general tone of the Brussels I Regulation; rules are set out so that a court or the courts before which an international dispute is brought can be easily and quickly determined by virtue of a preset connection. As in the Brussels I Regulation, an action is generally brought before the court of the state the defendant is domiciled in. Special jurisdiction (Article 7) provides exceptions to general jurisdiction, mainly based on the principle of a close connection, and has not undergone any significant changes. Particular attention was paid to the protection of the weaker party so that jurisdiction in relation to insurance and consumer contracts and individual contracts of employment is determined such to ensure easy access to the court with as little cost as possible<sup>13</sup>.

An agreement conferring jurisdiction,<sup>14</sup> if its form is valid, excludes all other connections based on which jurisdiction may be determined. Basically, the rule has not changed significantly. While the Brussels I Regulation lays down that the agreement of the parties, of which at least one is domiciled in the territory of a Member State, on the court that shall have jurisdiction, excludes jurisdiction of any other court, the recast Regulation does not govern the condition that the parties must be domiciled in a Member State.<sup>15</sup> Apart from the agreement conferring specific jurisdiction, the recast Regulation, just like the Brussels I Regulation, also recognises tacit prorogation of jurisdiction<sup>16</sup> that occurs if the defendant enters an appearance before the court.

<sup>12</sup> Article 2 of the Regulation.

<sup>13</sup> For example, pursuant to Article 21(1), “An employer domiciled in a Member State may be sued: (a) in the courts of the Member State in which he is domiciled; or (b) in another Member State: (i) in the courts for the place where or from where the employee habitually carries out his work or in the courts for the last place where he did so; or (ii) if the employee does not or did not habitually carry out his work in any one country, in the courts for the place where the business which engaged the employee is or was situated.”. On the other hand, “An employer may bring proceedings only in the courts of the Member State in which the employee is domiciled.” - Article 22.

<sup>14</sup> Section 7 of the Regulation – Prorogation of jurisdiction.

<sup>15</sup> Pursuant to Article 25(1) of the Regulation, “If the parties, regardless of their domicile, have agreed that a court or the courts of a Member State are to have jurisdiction to settle any disputes which have arisen or which may arise in connection with a particular legal relationship, that court or those courts shall have jurisdiction, ...”

<sup>16</sup> Article 26(1) of the Regulation.

As far as *lis pendens* and related actions are concerned, we have already mentioned the abuse of the rules given in the Brussels I Regulation stating that the court first seised shall continue to exercise jurisdiction even if another court has exclusive jurisdiction. This rule has been changed so that if the proceedings are brought in the court of the Member State on which an agreement on jurisdiction confers exclusive jurisdiction, any other court in which the proceedings involving the same cause of action and between the same parties are brought shall stay the proceedings until such time as the court seised on the basis of the agreement suspends the proceedings. If the court designated in the agreement conferring jurisdiction has established jurisdiction in accordance with the agreement, any other court shall decline jurisdiction in favour of that court.

In addition to the aforementioned exception, a provision (Article 29) still remains in force which specifies that if proceedings involving the same cause of action and between the same parties are brought in the courts of different Member States, any court other than the court first seised shall on its own motion stay its proceedings until such time as the jurisdiction of the court first seised is established.

A significant change has already been mentioned referring to the *lis pendens* rule, which is provided for in Article 33 of the Regulation, that requires the courts of the Member States to take account of parallel proceedings conducted in third countries, to acknowledge the existence of such litigation, and to stay the proceedings under certain conditions.<sup>17</sup> This is a small but significant step toward standardising international procedural rules beyond the EU borders.

Chapter III regulates the recognition and enforcement of judgments. We believe that changes in this chapter are the most important changes in the Regulation because they will directly affect the acceleration of judicial processes, easier enforcement of court judgments, and consequently create greater legal certainty. They abolished *exequatur*. It is clearly stipulated that a judicial decision issued in a Member State is recognised in other Member States without any special procedure being required.<sup>18</sup> It is sufficient for the creditor to supply the court

<sup>17</sup> “(a) if it is expected that the court of the third State will give a judgment capable of recognition and, where applicable, of enforcement in that Member State; and  
(b) the court of the Member State is satisfied that a stay is necessary for the proper administration of justice.”

<sup>18</sup> Article 36(1) of the Regulation.



in the Member State responsible for enforcement with the judgment to be enforced. It shall be accompanied by a certificate (using the standard form set out in the Regulation),<sup>19</sup> and eventually a translation of the judgment, or a translation of the certificate. Furthermore, a judgment can be enforced if it is enforceable in a Member State it was given in. Pursuant to the Brussels I Regulation (Article 38(1), a judgment given in a Member State is enforceable in another Member State if it has been declared as such at the request of the authorised person. Such a definition practically called for another judicial process that not only delayed the enforcement and made it uncertain, but it also cost a lot. According to the new Regulation, for the purposes of enforcement in a Member State of a judgment given in another Member State, the applicant shall provide only a copy of the judgment which satisfies the conditions necessary to establish its authenticity,<sup>20</sup> and the certificate (in the previously mentioned form set out in Annex 1 to the Regulation).

The grounds to refuse enforcement remain unchanged; public order,<sup>21</sup> giving a judgment without the defendant's participation if the judgment is irreconcilable with a judgment given between the same parties in the Member State addressed, if the judgment is irreconcilable with an earlier judgment given in another Member State involving the same cause of action and between the same parties, and if the judgment is irreconcilable with judgments given taking into account the provisions set out in Chapter II (in relation to insurance and consumer contracts and individual contracts of employment).

Chapter VI regulates authentic instruments and court settlements. It was changed in that it takes into account the abolition of exequatur and confirms that authentic instruments are those that are enforceable in the Member State of origin without any declaration of enforceability being required. The same also applies to court settlements.

Finally, let us just mention the last four chapters; i.e., Chapter V General Provisions, Chapter VI Transitional Provisions, Chapter VII Relationship with Other Instruments, and Chapter VIII Final Provisions. Article 79 stipu-

<sup>19</sup> Provided for by Article 53 and set out in Annex 1 to the Regulation.

<sup>20</sup> Article 42(a) of the Regulation.

<sup>21</sup> Kecskes, L., Kovacs, K., Župan, M., "Public policy in national and European private international law procedural law", in: Drinoczi, T. et.al.eds. «Contemporary legal challenges: EU – Hungary - Croatia» Osijek- Pécs, 2012. p. 517-551.

lates that by 11 January 2022 the Commission shall present a report to the European Parliament, to the Council and to the European Economic and Social Committee on the application of this Regulation with an evaluation of the possible need for a further extension, especially in relation to the rules on jurisdiction to defendants not domiciled in a Member State since the Regulation does not include the changes proposed by the Commission, which would further enhance judicial cooperation and facilitate the free circulation of judgments between EU Member States and “third countries”. However, caution and small shifts prevailed.

## 4. A NEW REGIME FOR ARBITRATION

### 4. 1. ARBITRATION AGREEMENT IN THE BRUSSELS I REGULATION (THE WEST TANKERS INC. CASE)

The Brussels I Regulation regulated arbitration by means of a very simple rule. Article 1(2)(d) stated clearly: “This Regulation shall not apply to: [...] arbitration;”. However, this simplicity and brevity implied in practice complete deregulation; various questions arose as to whether an action on the merits of a case can be brought before the court of a Member State if there is an arbitration agreement stipulating that the contracting parties will resolve their disputes by arbitration. If a party is banned by an arbitral tribunal before which arbitration is sought from addressing a court in a Member State<sup>22</sup>, should that court respect that decision or may it reject it since it prohibits the court to decide the matter it has jurisdiction over pursuant to the Brussels I Regulation? If the arbitral tribunal renders an award in such proceedings, should the court of a Member State refuse to recognise it as it restricts the right of the court to decide the matter it had jurisdiction to decide? How will the courts of the Member States determine which of them, for example, has jurisdiction over the validity of the arbitration agreement? Does such arbitration exclusion from the Brussels I Regulation refer to the issues to be addressed by the court prior to the beginning of the arbitration proceedings?

<sup>22</sup> Anti-suit injunction – an institute of English law that may order or ban a party participating in the arbitration proceedings to take certain procedural steps before another court which relate to the subject matter of the arbitration agreement.



These questions and problems occurred in practice. The answers were offered by the Court of Justice of the European Union. Pervasive publicity was given to a case brought before the court, which has become a paradigm of the relationship between the Brussels I Regulation and arbitration. It is the case *Allianz SpA v West Tankers Inc.*<sup>23</sup> In short, the English court (the House of Lords that was in charge of providing assistance to an arbitral tribunal headquartered in London) asked the Court of Justice of the European Union to award the company West Tankers Inc. an anti-suit injunction<sup>24</sup> against Allianz, pursuant to which no proceedings shall be initiated before any other court because there was an arbitration agreement according to which any dispute between Allianz and West Tankers Inc. shall be resolved by an English court, and since this was an arbitration case, the application of the Brussels I Regulation was excluded. In its decision of 10 February 2009, the Court of Justice of the European Union allowed, in spite of the existence of the arbitration agreement, the initiation of the proceedings before the Italian court because the subject matter of the dispute was compensation for damage to which the Brussels I Regulation applies. Furthermore, the Court held that the anti-suit injunction was incompatible with the Brussels I Regulation because it violated the right of the Italian court to decide matters over which it had jurisdiction pursuant to the Brussels I Regulation, and that it prevented the prosecutor, who believed that the arbitration agreement was null and void, inoperative or incapable of being performed, to have access to the national court.<sup>25</sup> At the discretion of the court, the aforementioned question whether the arbitration agreement is null and valid or not, falls within the scope of the Brussels I Regulation.

This decision had far-reaching consequences because it encouraged malicious avoidance of arbitration agreements brought before the courts of the Member

<sup>23</sup> Case C-185/07.

<sup>24</sup> The decision of the English court that the party the court has jurisdiction over is ordered to take the necessary steps to stay or suspend the proceedings pending before the national or arbitral tribunal established in a foreign country.

<sup>25</sup> The court reasoned that the procedure as the one in the main case, which leads to the issuance of an anti-suit injunction, does not fall within the scope of the Brussels I Regulation; however, this procedure, despite the fact that it is not included in the scope of the Regulation, can still have consequences that harm the beneficial impact of the Regulation, i.e., it may hinder the attainment of the objectives of unification of rules on the conflict of jurisdiction in civil and commercial matters as well as the free circulation of judgments in this area. The same is particularly true when such procedure prevents the court of another Member State from exercising the powers it has on the basis of the Brussels I Regulation.

States where disputes occurred (which should be settled by arbitration) whose merit falls within the scope of the Brussels I Regulation, thus questioning the validity of the arbitration agreement as well. In doing so, the party that relied on the arbitration agreement and the court supposed to render a judgment in the arbitration proceedings were powerless to do anything, and the court of the Member State which actually rendered the judgment violated in some way the arbitration agreement.

The decision in the *West Tankers Inc.* case caused harsh criticism and requests for amendments to the Brussels I Regulation in order to avoid such cases of undermining the arbitration agreements in the future. The debate was open, proposals for improving poured from everywhere. The Commission itself had its own team of experts dealing with the problem of arbitration.

There was a choice of three possible solutions; firstly, to maintain the status quo, i.e., to exclude arbitration from the scope of the Regulation, which, in the view of the Commission, did not rule out the risk of misuse, secondly, to extend the exclusion of arbitration to all proceedings in relation to arbitration and in particular to “any court proceedings which would challenge the validity of the arbitration agreement”, and thirdly, to increase the effectiveness of arbitration agreements, stipulating that the court of a Member State in which the proceeding the arbitration agreement applies to is brought must dismiss that proceeding where the proceeding was initiated before the arbitral tribunal or the court located in the seat of the arbitration. The third proposal was adopted as follows:

Article 1(2)(d) reads: “This Regulation shall not apply to: [...] arbitration;”. For more details, see the Preamble to the Regulation<sup>26</sup>!

#### 4. 2. NEW RULES

“This Regulation should not apply to arbitration. Nothing in this Regulation should prevent the courts of a Member State, when seised of an action in a matter in respect of which the parties have entered into an arbitration agreement, from referring the parties to arbitration, from staying or dismissing the proceedings, or from examining whether the arbitration agreement is null and

<sup>26</sup> Proposal for a Regulation of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments on civil and commercial matters (recast), Brussels 14.12.2010.COM (2010) 748 final.

void, inoperative or incapable of being performed, in accordance with their national law.”<sup>27</sup>

If this text is read out of context, it would be hard to conclude that it was a binding rule. However, by reading other regulations, especially their preambles<sup>28</sup>, we can see that they have been written in the same style that contains seemingly non-binding formulations such as “should” or “should not”. Therefore, the wider context and the intention of the legislator to anticipate different situations, describe them and make a judgment in the interest of legal certainty and predictability should be taken into account. If we read and analyse this in that way, knowing that the Regulation is a binding document, we can conclude that this definition represents progress in relation to the Brussels I Regulation by avoiding parallel procedures involving essentially the same subject matter, as well as that it respects the arbitration agreement and provides greater protection.

The Regulation lets the courts of the Member States to decide, according to their national law, “whether the arbitration agreement is null and void, inoperative or incapable of being performed”.

Furthermore, the second paragraph of Recital 12 of the Preamble to the Regulation sets out that a ruling given by a court of a Member State as to whether or not an arbitration agreement is null and void, inoperative or incapable of being performed should not be subject to the rules of recognition and enforcement laid down in the Regulation. This paragraph and Article 73(2)<sup>29</sup>, which provides that the Regulation does not affect the application of the 1958 New York Convention<sup>30</sup> actually imply the exclusion from the scope of the Regulation of any proceedings in which the validity of an arbitration agreement was examined, “regardless of whether the court decided on this as a principal issue or as an incidental question.”

<sup>27</sup> Recital 12 of the Preamble to the Regulation.

<sup>28</sup> For example, the Rome I and II Regulation on the law applicable to contractual and to non-contractual obligations. More in Lagarde, P., Tenenbaum, A., “De la Convention de Rome au règlement Rome I”, *Revue critique de droit international privé*, vol. 97/2008, p. 727 et seq.

<sup>29</sup> Recital 12 of the Preamble to the Regulation and Article 73(2) in Chapter VII “Relationship with Other Instruments”.

<sup>30</sup> Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958. Croatia became a party to this Convention based upon the notification of succession on 8 October 1991. (Official Gazette MU 4/1994).

Furthermore, where a court of a Member State, exercising jurisdiction under the Regulation or under national law, has determined that an arbitration agreement is null and void, inoperative or incapable of being performed, this should not preclude that court's judgment on the substance of the matter from being recognised or, as the case may be, enforced in accordance with this Regulation. This should be without prejudice to the competence of the courts of the Member States to decide on the recognition and enforcement of arbitral awards in accordance with the New York Convention, which takes precedence over this Regulation<sup>31</sup>.

The concluding provision in Recital 12 of the Preamble mentions that the Regulation does not apply to any action or ancillary proceedings relating to the establishment of arbitral tribunals, the powers of arbitrators, the conduct of an arbitration procedure, any action or judgment concerning the annulment, review, appeal, recognition or enforcement of an arbitral award within the scope of the Regulation.

If we analyse these changes in detail and apply them to the *West Tankers Inc.* case, it will become clear that e.g. on the basis of new rules, the court could not decide any more whether the incidental question referring to the applicability of the arbitration agreement, including in particular the question of its validity, enters the scope of the Regulation or not as it is now explicitly stipulated that these issues do not fall within the scope of its application. Furthermore, pursuant to the Regulation, anti-suit injunctions would be allowed because this procedure is an ancillary procedure relating to the conduct of an arbitration procedure the Regulation does not apply to. Perhaps most importantly, if *Alianz* brought proceedings before the Italian court, as there is an arbitration agreement, the court should refer the parties to arbitration, stay or dismiss the proceedings, and examine whether the arbitration agreement is null and void, inoperative or incapable of being performed under national law.

In conclusion, we can say that the Regulation provides for instruments that will prevent the courts from delivering future judgments as the one in the *West Tankers Inc.* case, and that such regulation protects and enhances the effectiveness of arbitration agreements. The possibility of avoiding the obligations set out in the arbitration agreement has not been entirely ruled out (nor is it realistic to expect), but the risk of manipulation and abuse has been reduced.

<sup>31</sup> Recital 12, paragraph 3, of the Regulation.

## 5. CONCLUSION

From this brief overview of the most important changes in the Regulation it can be concluded that they were made keeping in mind the main objective the Commission set itself - the free circulation of judgments and the enhancement of legal certainty and predictability. Maybe it has not been reached completely, but this Regulation is a step in that direction.

The Commission itself gave up some of its radical proposals. Companies operating in the European Union, which do not have the same access to justice because they are based outside the EU, especially emphasised their dissatisfaction with unavailability of European courts to defendants not domiciled in the European Union. More radical solutions to these problems were searched for, but the proposals have not been accepted. Perhaps this approach advocating minor changes is better, maybe radical changes would have the opposite effect, and thus cause chaos and reduce legal certainty and predictability.

However, these four sets of changes described briefly in this paper have introduced changes for the better into areas that regulate. The abolition of exequatur enables shortening the time needed to enforce judgments, costs are reduced, and the outcome of the proceedings is more certain. The likelihood of conducting parallel proceedings regarding the same subject matter between the same parties is reduced, additional protection is provided by an agreement conferring jurisdiction, and changes to arbitration rules represent a significant step forward in the protection of arbitration agreements. Moreover, a traditional group of the weaker parties, i.e., consumers, employees, insurers, is additionally protected. There were no dramatic changes in any of these areas. The chosen solutions allow small shifts, but these small shifts definitely provide movement in the right direction.

### REFERENCES:

- Carducci, G.: "The new EU Regulation 1215/2012 of 12 December 2012 on jurisdiction and international arbitration with notes on parallel arbitration, court proceedings and the EU Commission's proposal", *Arbitration International*, Vol. 29, No. 3, 2013, pp. 467-483.
- Hartley, T. C.: "The Brussels I Regulation and arbitration", *International and Comparative Law Quarterly*, Vol. 63, No. 4, 2014, pp. 843-866.
- Kecskes, L., Kovacs, K., Župan, M., "Public policy in national and European private international law procedural law", in: Drinoczi, T. et.al.eds. «Contemporary legal challenges: EU – Hungary - Croatia» Osijek- Pécs, 2012. pp. 517-551.
- Lagarde, P., Tenenbaum, A., "De la Convention de Rome au règlement Rome I", *Revue critique de droit international privé*, vol. 97/2008, pp. 727-780.