

Jurisdiction for a claim for damages resulting from a breach of a choice of court agreement under Brussels I

Mukarrum Ahmed, a barrister at Lincoln's Inn and a doctoral researcher at the Centre for Private International Law (University of Aberdeen), has just published a working paper on "Recovering Damages for the Tort/Delict of Inducing Breach of a Choice of Court Agreement against a Claimant's Legal Advisers: The English Court of Appeal Adjudicates on Whether England is the Place Where the Economic Loss Occurred under Article 5(3) of the Brussels I Regulation?" The insightful article is the fourth paper in the Working Paper Series of the Aberdeen Centre for Private International Law.

The author has kindly provided us with the following abstract:

"This paper examines the recent significant ruling of the Court of Appeal on jurisdiction to adjudicate upon a claim for damages for the tort/delict of inducing breach of an English exclusive choice of court agreement against a claimant's legal advisers. The determination of the issue of jurisdiction hinges on whether England is the place where the economic loss occurred pursuant to Article 5(3) of the Brussels I Regulation. It will be argued that the CJEU authorities on allocation of jurisdiction in tort/delict claims lend support to the conclusion that Germany was the place where the 'harmful event' occurred and the damage was also suffered in Germany. Therefore, it is submitted that the decision of the Court of Appeal was correct according to established EU private international law rules of allocation of jurisdiction. A more pragmatic approach to the jurisdictional issue premised on the private law rights and obligations of the parties to the choice of court agreement may end up compromising these principles by according dubious jurisdictional precedence to the place where the indirect consequences of the economic loss occur. Moreover, if it were held that the English courts possess jurisdiction over the matter then the legality and legitimacy of the damages remedy in light of the principle of effectiveness of EU law (*effet utile*) and the principle of mutual

trust would be implicated which may have necessitated a reassessment of Longmore LJ's controversial decision in *Starlight Shipping Co v Allianz Marine & Aviation Versicherungs AG (The Alexandros T)* [2014] EWCA Civ 1010."

The full content is now available on the Centre's website (please see [here](#)).