It is widely accepted that the Brussels I Regulation holds the function of “a point of reference for other EU private international law regulations”. This paper would make the point, more generally, that the Brussels Convention and the Brussels I Regulation triggered a shift from a choice of law-centred approach that has dominated Private International Law in Europe for many decades to a civil procedure standpoint. Indeed, the two main components of the European law of civil procedure – the rules on jurisdiction, and the rules on the recognition and enforcement of judgments – have become the pivot of Private International Law in Europe. Brussels I provides the standpoint from which the legal issues are addressed.¹

In order to further explain this idea, it is necessary, first of all, to clarify the terminology. Within the French tradition, the name ‘Private International Law’ covers the whole field, including not only choice of law but also international/European civil procedure (conflits de lois and conflits de

¹ See on this topic the recent article of H. Gaudemet-Tallon, “L’irrésistible ascension des conflits de juridictions”, in Mélanges B. Ancel, Iprolex-LGDJ, 2018, p. 735.
juridictions). Therefore, for a French lawyer, the title of this book chapter (“The European law of civil procedure and private international law”) sounds confusing at first sight, because according to the French understanding, European law of civil procedure is actually part of Private International Law. However, other European countries have different approaches. In Germany, for instance, Private International Law traditionally encompasses only choice of law, whereas international civil procedure is seen as a separate field. In the following reflections, we are referring to the French terminological tradition.

In the 20th century, the dominant approach in Private International Law in continental Europe was based on Savigny’s theories. It was therefore a choice of law-centred approach. Cross-border relationships between private persons were addressed through the lens of conflict of laws. For instance, the goal of uniformity of decisions, which is a fundamental objective of Private International Law, has traditionally been achieved through choice of law-techniques. Renvoi is a prominent example of it. The main Private International Law literature of the 20th century was dedicated to the study of conflicts of laws, whereas international civil procedure was not a primary object of research. Obviously, the latter was not seen as a potential tool to achieve international harmony of solutions. This has completely changed today, notably under the influence of the EU, and first and foremost of the Brussels Convention.2 Traditional functions of the rules of choice of law, such as the avoidance of limping situations, are now also implemented, for instance, through the principle of mutual recognition of judgments.

The shift from a choice of law-centred approach to a civil procedure standpoint can be observed, first of all, with respect to the fundamental objectives of the EU in the field of Private International Law. Indeed, the mutual recognition of judgments has become the overall objective (1.). Secondly, the rules on jurisdiction have undergone a profound transformation since the adoption of the Brussels Convention. Fundamental functions of choice of law have been extended to jurisdiction (2.), which has had an impact, in particular, on characterization and interpretation (3.). At present, it is not perfectly clear whether the current policy in favour of non-judicial dispute settlement mechanisms may provoke a rebalancing, in

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2 In this paper dedicated to the 50th anniversary of the Brussels Convention, we will be focusing on the role of the Brussels Convention and Regulation. See on other causes more generally: D. Bureau, H. Muir Watt, Droit international privé, PUF, 2017, vol. 1, n° 55–1 ff., vol. 2, n° 1123 ff.; H. Gaudemet-Tallon, op. cit., p. 738 ff.
the form of a re-shift from civil procedure to choice of law (4.). Interestingly, in matters of family law and successions, the EU has developed in recent years an integrative approach, uniting all components of Private International Law in one single instrument, which is the most appropriate means to raise awareness of the interplay between the two sets of rules and to achieve a well-balanced coordination of all the tools Private International Law has to offer (5.).

1. Mutual Recognition of Judgments, the Fundamental Objective

The whole legal framework on judicial cooperation in civil matters rests upon the principle of mutual recognition. In other words, one of the components of the law of civil procedure has become the ultimate goal and driving force of EU Private International Law. This approach was already present in Art. 220 of the 1957 Rome Treaty, stating that Member States shall enter into negotiations with each other with a view of securing for the benefit of their nationals “the simplification of formalities governing the reciprocal recognition and enforcement of judgments”. The 1999 Tampere meeting of the European Council endorsed the principle of mutual recognition of judgments as the “cornerstone” of judicial cooperation in civil matters,3 which today is expressed in Art. 81(1) TFEU, providing that the Union shall develop judicial cooperation in civil matters having cross-border implications, “based on the principle of mutual recognition of judgments”.

Interestingly, the unification of choice of law rules is conceived by Art. 81(2)c) TFEU as one of the means to achieve the free movement of judgments, which seems to assign them a rather subordinated role. This view is more explicitly stated in recital 4 of the Rome I and Rome II Regulations, identifying measures relating to the harmonization of conflict-of-law rules as those facilitating the mutual recognition of judgments.4 Indeed, common choice of law rules guarantee that all national courts having concurrent jurisdiction in a given case would apply the same law, which in turn is supposed to lead to the same outcome as to the substance of the dispute, regardless of the court actually hearing the case. Harmo-

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3 See also, for instance, recital 3 of the Rome I and Rome II Regulations.
4 By reference to the 2000 joint Commission and Council programme of measures for implementation of the principle of mutual recognition of decisions in civil and commercial matters.
nized choice of law rules hence facilitate, as well as legitimize, at a later stage the mutual recognition and enforcement of the judgment without control.

Of course, the harmonization of choice of law rules has several other objectives: it also provides greater predictability of the outcome of litigation – and thus legal certainty -, as well as it prevents *forum shopping*, given the plurality of available *fora* in many situations. However, the ultimate goal of the EU is to achieve the free circulation of judgements.

Moreover, the progressive liberalization of the circulation of judgments, which has led to the complete abolition of the exequatur by Regulation no 1215/2012, has progressively also erased the role choice of law rules had played at the recognition and enforcement stage. Initially, under the Brussels Convention a residual control of the applicable law was maintained by Art. 27(4), whereas today, the law applied by the court of the Member State of origin is not at all controlled anymore in the Member State of recognition. This is another indicator for the decreasing position choice of law has within European Private International Law.

In any case, in areas where the domestic laws of the Member States are harmonized, divergences have become negligible and could hardly be seen as an obstacle to mutual recognition within the EU. Given the substantial equivalence of domestic laws, it does not fundamentally matter whether the law of Member State A or Member State B was applied. However, it is symptomatic that even in non-harmonized areas, such as matters relating to the infringement of personality rights where substantive rules as well as choice of law rules do significantly diverge from one Member State to another, judgments circulate freely under the Brussels I Regulation. The principle of mutual recognition applies without any consideration for choice of law.

5 M. Giuliano / P. Lagarde, Report on the Convention on the law applicable to contractual obligations, JOEC, 31.10.1980, n° C 282/5: “To prevent this ‘forum shopping’, increase legal certainty, and anticipate more easily the law which will be applied, it would be advisable for the rules of conflict to be unified in fields of particular economic importance so that the same law is applied irrespective of the State in which the decision is given.”

6 “A judgment shall not be recognized: […] if the court of the State in which the judgment was given, in order to arrive at its judgment, has decided a preliminary question concerning the status or legal capacity of natural persons, rights in property arising out of a matrimonial relationship, wills or succession in a way that conflicts with a rule of the private international law of the State in which the recognition is sought, unless the same result would have been reached by the application of the rules of private international law of that State”.

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The same shift from a choice of law-centred approach to a civil procedure standpoint can also be observed regarding the rules on jurisdiction.

2. Transformation of the Rules on Jurisdiction

The rules on jurisdiction have undergone a profound transformation, with the adoption of the Brussels Convention and the development of the case-law of the Court of justice. Most importantly, they have become increasingly specialized. The current rules on jurisdiction are manifold and the trend is still towards further specialization, whereas for instance the French Civil Code of 1804 initially only provided for jurisdiction based on nationality (Art. 14 and 15). The Brussels regime contributed a lot to this specialization and diversification.

In the course of transformation, new functions were assigned to the rules on jurisdiction. Indeed, some of the objectives of law rules are serving have been extended to jurisdiction. This holds particularly true for the objective of proximity. Moreover, while becoming more sophisticated, jurisdictional rules were also assigned substantive goals, such as the objective of protection of weak parties.

2.1. The Objective of Proximity

The great number of jurisdictional rules that exist today have in common that they are all based on a close connection either with the parties or with the legal relationship: for instance, the domicile of the defendant, the place where the immovable is situated, or the place where the damage occurred. Thus, like choice of law rules, jurisdictional rules have, among other objectives, an objective of proximity, which is regularly stressed by the Court of justice.

Of course, unlike choice of law, jurisdiction does not require to identify the closest connection. A close connection generally suffices. Never-

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9 For recent illustrations, where the Court referred to the objective of proximity of the rules governing jurisdiction (in addition to the objective of predictability), see for instance CJEU, 5 July 2018, AB “flyLAL-Lithuanian Airlines”, case C-27/17, pt 40; CJEU, 12 September 2018, Löber, case C-304/17, pt 34.
theless, as jurisdictional rules rely on a close connection, they contribute, in their own way, to locate cross-border relationships. They do not locate the relation’s seat, in the sense of Savigny, but it is nonetheless an operation consisting in locating legal relations, and this has important consequences. Indeed, the location of private relationships traditionally is the role of choice of law rules. Hence, a fundamental function of choice of law has shifted, at least partially, to jurisdiction.

2.2. The Objective of Protection

The same shift took place with respect to substantive objectives. Several considerations like the protection of weak parties, which initially have guided only choice of law rules, have been extended to jurisdiction. This can be illustrated with the rules on contracts of employment.

In 1982, when the Court ruled in the *Ivenel* case on the Brussels Convention that for employment contracts, it is the characteristic obligation, which is to be taken into account for jurisdiction, not the obligation in question, the Court referred to the Rome Convention. Hence, the interpretation was not given only in the light of the objectives of the Brussels Convention and the general scheme of its provisions. More precisely, in accordance with the Jenard Report, the decision relied on the idea that the rules on jurisdiction for contracts of employment should coincide with the rules determining the applicable law. According to the Court, the close connection with the case, required by Art. 5 of the Brussels Convention, lies in the law applicable to the contract. Therefore, the connecting factor for jurisdiction was aligned, by the 1989 San Sebastian Convention, with the connecting factor set out in the Rome Convention. In other words, the objective of protection was introduced into the rules on jurisdiction, which resulted in two sets of parallel provisions (i.e. Art. 8 of the Rome I Regulation and Art. 20 – 23 of the Brussels Ibis Regulation), which the Court interprets each of them in the light of the other. For instance, in the *Ryanair* case on jurisdiction, the Court relied on its case law relating to the Rome Convention and Regulation, whereas in the *Koelzsch* case on applicable law, it referred for the purpose of interpreting the Rome Convention

to decisions rendered in application of the Brussels Convention and Regulation.\textsuperscript{12}

The above examples show that fundamental functions of choice of law have been extended to the rules on jurisdiction. That is not to say that jurisdiction and applicable law have systematically the same functions; the system and objectives of each regulation remain specific. However, the lines between the two sets of rules are increasingly blurred, which in turn contributes to the fact that cross-border relationships are increasingly addressed from a civil procedure standpoint. Today, decisive choices are made at the jurisdictional stage, when the EU legislator drafts the common rules on jurisdiction, or when the Court of justice interprets these rules. In other words, decisive patterns are set by application of the Brussels I Regulation.

More precisely, with respect to the substance of the rules, the direction of influence seems dominantly be an influence of choice of law on jurisdiction. Solutions generally have their roots in the field of choice of law before being extended to jurisdiction. However, rather than supporting an overall choice of law-oriented approach in Private International Law, this evolution has resulted in conferring a pivotal role to the rules on jurisdiction, which in the end has an impact, in return, on the applicable law. The issues of characterization ("la qualification") and interpretation of common notions provide a striking illustration of this interaction.

3. Impact on Characterization and Interpretation of Common Notions

Traditionally, qualification has been a component of the methodology of choice of law, and as long as autonomous notions of EU law are not concerned, the principle of the \textit{lex fori} characterization applies. Today, however, as the rules on jurisdiction have become increasingly specialized, it is often necessary to characterize the legal relationship already at the jurisdictional stage.\textsuperscript{13} For instance, the application of the Brussels I Regulation requires to assess whether the dispute relates to a civil or commercial matter, to a contract or a tort, to the sale of goods or the provision of services, a consumer or a professional, etc. These are common notions, employed

\textsuperscript{12} CJEU, 15 March 2011, \textit{Koelzsch}, case C-29/10, pt 33 and 41.

\textsuperscript{13} S. Lemaire, « La qualification », in Azzi/Boskovic, \textit{Quel avenir pour la théorie générale des conflits de lois?}, Bruylant, 2015, p. 35.
by jurisdictional rules as well as choice of law rules in Regulations Brussels I, Rome I and Rome II.

Consequently, if a dispute arises between the parties, qualification is already required for the purpose of jurisdiction. And since disputes concerning jurisdiction are much more frequent in practice than disputes regarding choice of law, the Court of justice has adopted a rich body of case law under the Brussels Convention and Regulation. Thus, in many instances, decisive orientations were decided in the perspective of jurisdiction. Subsequently, and in accordance with the principle of consistent interpretation, they were transposed to the applicable law under the Rome I and Rome II Regulations. Indeed, recital 7 of the latter regulations provides that the substantive scope and the provisions should be consistent with the other regulations of the trilogy.\textsuperscript{14}

Arguably, the fact that several choice of law functions have shifted towards jurisdiction facilitates a uniform interpretation and makes it even natural. An example, among many others, is the qualification of an action brought by a consumer protection association for the purpose of preventing a trader from using unfair terms in consumer contracts. In the 2016 \textit{Verein für Konsumenteninformation} decision, the Court of justice aligned the qualification under Rome I and Rome II with the solution given in the 2002 \textit{Henkel} case\textsuperscript{15} on jurisdiction, by deciding that this is a matter relating to tort.\textsuperscript{16} According to the Court, “in the light of the aim of consistent application […], the view that, in matters of consumer protection, non-contractual liability extends also to the undermining of legal stability by the use of unfair terms which it is the task of consumer protection associations to prevent (see, to that effect, judgment of 1 October 2002 in \textit{Henkel}, C-167/00, EU:C:2002:555, paragraph 42) is fully applicable to the interpretation of the Rome I and Rome II Regulations”.

Another subject matter governed by highly specialized rules on jurisdiction are infringements of personality rights on the internet. In \textit{eDate Advertising and Martinez}\textsuperscript{17} and in \textit{Bolagsupplysningen},\textsuperscript{18} the Court developed a specific interpretation of the notion of the ‘place where the damage

\textsuperscript{15} CJEU, 1 October 2002, \textit{Henkel}, case C-167/00.
\textsuperscript{17} CJEU, 25 October 2011, \textit{eDate Advertising a.o.}, C-509/09 and C-161/10.
\textsuperscript{18} CJEU, 17 October 2017, \textit{Bolagsupplysningen}, case C-194/16.
occurred’, i.e. the place of the victim’s centre of interests, which applies only to the violation of personality rights and not to other cyber-torts. In this respect, it is not yet clear in how far decisions on characterization and interpretation for the purpose of jurisdiction may precisely impact the determination of the applicable law, but it is likely that there will be an impact. A court in the State of the victim’s centre of interests, which has established its jurisdiction on the ground that the proceedings relate to a violation of personality rights, will presumably transpose that characterization to the conflict of laws. As a result, the proceedings would fall into one of the gaps of the European harmonization and lead to the application of national choice of law rules.\(^{19}\) On the contrary, if in a dispute similar to the \textit{Bolagsupplysningen} case, a court characterizes the proceedings as relating to an act of unfair competition, since acts of disparagement for instance may fall under that notion, this would not only have consequences on the interpretation of the place where the damage occurred according to Art. 7(2) of the Brussels Ibis Regulation, as the victim’s centre of interest would not be available, but would probably also affect the choice of law. By transposing the characterization from jurisdiction to choice of law, the court would make Art. 6 of the Rome II Regulation applicable. And here again, the question of consistent interpretation of common notions would arise, since acts of unfair competition affecting exclusively the interests of a specific competitor fall under Art. 4 and thus are governed by the law of the place where the damage occurred. Arguably, this connecting factor would be understood in the same way as it was for the purpose of jurisdiction.

It should be stressed that, in some cases, consistent interpretation may lead to the application of the law of the forum, but that it does not necessarily result in a general convergence of \textit{forum} and \textit{ius} in all cases.\(^{20}\) Indeed, as Advocate general M. Szpunar explains, the principle of consistent interpretation according to recital 7 only relates to the substantive scope and the provisions.\(^{21}\) There is no general requirement of convergence of solutions; in other words, the consistency requirement does not amount to a

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19 See Art. 1(2)g of the Rome II Regulation excluding from its scope of application non-contractual obligations arising out of violations of privacy and rights relating to personality, including defamation.

20 For instance, in CJEU, 5 July 2018, \textit{AB “flyLAL-Lithuanian Airlines”}, case C-27/17, pt 41, the Court refers to the consistency requirement of recital 7 as an argument among others in favour of the alignment of the place of damage and the affected market.

21 M. Szpunar, \textit{op. cit.}
general requirement of convergence of jurisdiction and applicable law. Each regulation conserves its own objectives and system and unquestionably jurisdiction and applicable law do not systematically have the same functions. Thus, there may be convergence, if the connecting factors used by the rules on jurisdiction and applicable law are identical, or divergence, if that is not the case.

In any event, even in the absence of such convergence, the above examples show that decisive orientations for the outcome of the proceedings are often set in application of the Brussels I Regulation. To a certain extent, the chronology of judicial proceedings pushes choice of law rules back into the position of followers, whereas Brussels I provides the standpoint from which the legal issues are addressed.

4. Potential Influence of Policies in Favour of Non-Judicial Dispute Settlement Mechanisms

Policies in favour of non-judicial dispute settlement mechanisms (conciliation, mediation, collaborative law approaches, etc.) currently exist at national level in most Member States, as well as at EU-level. They are targeting both, family disputes as well as civil and commercial disputes. Alternative dispute resolution mechanisms are generally perceived as appropriate means for the States not only to reduce the workload of national courts, and thus to save costs and time, but also to offer the parties an attractive alternative to court proceedings. They are generally considered to be faster, cheaper and, most importantly, less damaging to ongoing business or family relations.

One may wonder whether the development of such out-of-court mechanisms is going to have an impact on the pivotal role the European law of civil procedure currently plays. It could indeed contribute to a re-shift within Private International Law, from civil procedure to choice of law, since neither the rules on jurisdiction, nor the rules on the recognition and enforcement are applicable to such private, non-judicial settlement agreements. Therefore, if these dispute settlement mechanisms are gaining in

importance in the future, the law of civil procedure could correspondingly lose its prominent role.

In order to address this question, it is necessary to distinguish between different types of mechanisms which exist in practice, because they can be more or less closely linked to judicial proceedings. On the one hand, there are types of out-of-court settlements, which indeed involve in no way a State court. They are the kind of settlement agreements the future UNCITRAL convention and model law on the enforcement of international settlement agreements address.\(^{23}\) In these situations, only choice of law is at stake. More precisely, when the parties are negotiating solutions to their disputes, the applicable law is rarely a decisive factor for them. Generally, the parties follow a more factual than legal approach to settle their disputes. Yet, the underlying legal order serves as a frame of reference for the parties to make credible commitments during the negotiations. Moreover, the applicable law may have an important role at a later stage, if the validity of the settlement agreement is challenged. The development of such ADR could trigger a trend back to a more choice of law-oriented approach, as no forum provides a civil procedure standpoint.

On the other hand, there are also many ADR types, which are closely linked to court proceedings: for instance, where the judge, in the course of judicial proceedings, facilitates a settlement of the dispute, or where a settlement agreement concluded by the parties is subject to subsequent judicial approval in order to become legally binding. The Brussels I Regulation applies to both cases, either for the jurisdiction of the court, or for the enforcement of the court settlement. Therefore, it is rather unlikely that this second type of mechanisms could provoke a re-balancing of the centre of gravity in Private International Law from civil procedure to choice of law, even if they were to gain in importance in the future.

Moreover, the latest legislative evolutions in family matters raise further doubts as to the likelihood of a trend reversal in the near future. A well-known example is the new French divorce by mutual consent.\(^ {24}\) Over the past years, the reform has raised strong concerns regarding the ability of such divorces to develop cross-border effects under EU law since, similarly to out-of-court-settlements, they take place without any court being


\(^{24}\) Art. 229–1 of the French Civil Code.
involved and without being included in an authentic document. Therefore, these divorces rather seemed to fall under the methodology of choice of law. However, during the recast of the Brussels IIbis Regulation, the definition of the notion of ‘agreement’ for the purpose of recognition and enforcement was broadened, in order to encompass such private divorces, provided that they have been registered by a public authority.\(^{25}\) This brought the French private divorce by mutual consent under the Brussels regime. In other words, the Brussels IIter Regulation extended the European law of civil procedure to situations, which would normally have fallen under choice of law. In addition, the new Regulation also projects its jurisdictional rules on such private agreements. The certificate necessary for cross-border recognition and enforcement can only be issued if the Member State which empowered the authority to register the agreement had jurisdiction under the Regulation.\(^{26}\) Hence, the privatization of divorce, rather than operating a re-shift in favour of choice of law, provided another opportunity for the European law of civil procedure to further develop its attractive force and to confirm its pivotal role.

5. Towards an Integrative Approach

In recent years, the EU legislator has increasingly opted for a comprehensive approach, combining in one regulation jurisdiction, choice of law and the recognition and enforcement of decisions. The 2008 Maintenance Regulation\(^ {27}\) (combined with the 2007 Hague Protocol\(^ {28}\)), the 2012 Regulation on Successions\(^ {29}\) and the two 2016 Regulations on the property


\(^{26}\) Art. 66 (2) a).

\(^{27}\) Regulation No 4/2009 of 18 December 2008 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations.

\(^{28}\) Hague Protocol of 23 November 2007 on the law applicable to maintenance obligations.

\(^{29}\) Regulation No 650/2012 of 4 July 2012 on jurisdiction, applicable law, recognition and enforcement of decisions and acceptance and enforcement of authentic
By uniting all components of Private International Law in one single instrument, the legislator has drafted each rule in the light of the others, which made the interplay between them more apparent. Such an integrative perspective inevitably strengthens the consistent characterization and interpretation of common notions, because it seems rather inconceivable to develop divergent interpretations within the same regulation. It also avoids the biases induced by the chronology of judicial proceedings, where jurisdiction comes first, and choice of law second, which inevitably have also an impact on the case law of the Court of justice.

In these matters of family law and successions, it is remarkable that the integrative approach has led to an increasing convergence of jurisdiction and applicable law. The situations where the courts end up applying their own law have become more frequent, be it because the regulations adopt identical connecting factors for jurisdiction and applicable law (common habitual residence of the spouses, last habitual residence of the deceased, habitual residence of the creditor of maintenance, etc.), provide for the application of the law of the forum as subsidiary solution, or make jurisdiction conditional on the applicable law. Various patterns exist, but they all have in common to lead to an increasing convergence of solutions.

Should this model be transposed to civil and commercial matters? From a policy perspective, it would undeniably be advisable to similarly favour an integrative approach, and hence to merge the Rome I, Rome II and Brussels Ibis Regulations into one single instrument. This would first of all lead to a simpler and clearer legal framework for citizens and legal practitioners. Moreover, by raising greater awareness of the interactions between

instruments in matters of succession and on the creation of a European Certificate of Succession.

30 Regulation No 2016/1103 of 24 June 2016 implementing enhanced cooperation in the area of jurisdiction, applicable law and the recognition and enforcement of decisions in matters of matrimonial property regimes; Regulation No 2016/1104 of 24 June 2016 implementing enhanced cooperation in the area of jurisdiction, applicable law and the recognition and enforcement of decisions in matters of the property consequences of registered partnerships.

31 The EU is hereby following the Hague Conference on Private International Law, which had implemented a similar integrative approach already in earlier conventions, such as the 1996 Convention on the protection of children.

32 See for instance Art. 5, 6, 7 and 9 of Regulation No 650/2012 on successions.

33 Which may raise interesting questions. See, for instance, in the field of maintenance obligations, CJEU, 20 September 2018, Mölk, case C-214/17.
the different components of Private International Law, it would also allow the EU to address the interactions more directly and systematically than today.

In this respect, it is to be stressed that, while strengthening the overall coherence, such a partial codification would not necessarily also result in greater convergence of *forum* and *ius*, which in civil and commercial matters is not an objective *per se*. Indeed, to date, these matters have not been affected to the same extent as family law and successions by the recent trend towards such a convergence. This is not only due to the fact that the rules on civil procedure and the rules on applicable law happened to be harmonized at different moments in time, in separate regulations. The connecting factors are often not the same, and unrestricted party autonomy plays a dominant role, allowing for tailor-made solutions. Notable exceptions are matters subject to exclusive jurisdiction and contracts with weaker parties, where specific considerations explain that the courts normally apply the *lex fori*, but these considerations cannot be generalized.

In summary, after a long period where private international law was dominated by a choice of law-centred approach, a shift towards a more civil procedure-based standpoint took place under the notable influence of the Brussels Convention. However, in family matters and successions, this shift is currently giving way to an all-encompassing perspective, where choice of law and civil procedure are brought more closely together. This appears to be the most suited way forward also in civil and commercial matters.

34 Habitual residence *versus* place of performance, for instance.
35 Even though in practice, parties often opt for the same State, by choosing its courts as well as its law It is indeed not rare that the parties themselves wish to establish such a link, as it has many advantages from a practical point of view.