Reports of Cases

JUDGMENT OF THE COURT (First Chamber)

9 October 2025*

(Reference for a preliminary ruling – Jurisdiction and the enforcement of judgments in civil and commercial matters – Regulation (EU) No 1215/2012 – Scope – Article 25 – Agreement conferring jurisdiction – Parties to a contract established in the same third State – Jurisdiction of the courts of a Member State to settle disputes arising from that contract – International element – Consequences of the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union)

In Case C-540/24,

REQUEST for a preliminary ruling under Article 267 TFEU from the Handelsgericht Wien (Commercial Court, Vienna, Austria), made by decision of 1 August 2024, received at the Court on 8 August 2024, in the proceedings

Cabris Investments Ltd

v

Revetas Capital Advisors LLP,

THE COURT (First Chamber),

composed of F. Biltgen (Rapporteur), President of the Chamber, T. von Danwitz, Vice-President of the Court, acting as Judge of the First Chamber, I. Ziemele, A. Kumin and S. Gervasoni, Judges,

Advocate General: M. Campos Sánchez-Bordona,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

– Revetas Capital Advisors LLP, by B. Knötzl and B. Ortner, Rechtsanwälte,

– the European Commission, by S. Noë and J. Vondung, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

* Language of the case: German.

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 50(3) TEU, Articles 25, 68 to 70 of 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 (OJ 2012 L 351, p. 1; 'the Brussels I *bis* Regulation') and Articles 17, 18, 55, 56 and 66 of the Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters (OJ 1972 L 299, p. 32), as amended by successive conventions on the accession of new Member States to that convention ('the Brussels Convention').

2 The request has been made in proceedings between Cabris Investments Ltd and Revetas Capital Advisors LLP, companies incorporated under English law, concerning a claim for payment of a sum to fulfil a contractual obligation, brought by the former company against the latter before an Austrian court.

Legal context

The EU Treaty

3 Article 50(3) TEU provides as follows:

'The Treaties shall cease to apply to the State in question from the date of entry into force of the withdrawal agreement or, failing that, two years after the notification referred to in paragraph 2, unless the European Council, in agreement with the Member State concerned, unanimously decides to extend this period.'

The Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community

4 Article 126 of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community (OJ 2020 L 29, p. 7; 'the Withdrawal Agreement'), which was adopted on 17 October 2019 and entered into force on 1 February 2020, which was approved on behalf of the European Union and the European Atomic Energy Community (EAEC) by Council Decision (EU) 2020/135 of 30 January 2020 (OJ 2020 L 29, p. 1), provides:

'There shall be a transition or implementation period, which shall start on the date of entry into force of this Agreement and end on 31 December 2020.'

The Brussels Convention

5 Article 17 of the Brussels Convention states:

‘If the parties, one or more of whom is domiciled in a Contracting State, have agreed that a court or the courts of a Contracting 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 exclusive jurisdiction. …’

6 Article 18 of that convention is worded as follows:

‘Apart from jurisdiction derived from other provisions of this Convention, a court of a Contracting State before whom a defendant enters an appearance shall have jurisdiction. This rule shall not apply where appearance was entered solely to contest the jurisdiction, or where another court has exclusive jurisdiction by virtue of Article 16.’

7 Article 55 of that convention provides:

‘Subject to the provisions of the second paragraph of Article 54, and of Article 56, this Convention shall, for the States which are parties to it, supersede the following conventions concluded between two or more of them:

…

– the Convention between the United Kingdom and Austria providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters, signed at Vienna on 14 July 1961, with amending Protocol signed at London on 6 March 1970 [“the British-Austrian Convention”],

…’

8 Article 56 of that convention provides:

‘The Treaty and the conventions referred to in Article 55 shall continue to have effect in relation to matters to which this Convention does not apply.

They shall continue to have effect in respect of judgments given and documents formally drawn up or registered as authentic instruments before the entry into force of this Convention.’

9 Article 66 of the Brussels Convention is worded as follows:

‘This Convention is concluded for an unlimited period.’

The Brussels I Regulation

10 Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2001 L 12, p. 1; ‘the Brussels I Regulation’) entered into force on 1 March 2002 and replaced, as between the Member States, the Brussels Convention. The Brussels I Regulation was repealed and replaced with effect from 10 January 2015 by the Brussels I *bis* Regulation.

11 Article 23(1) of the Brussels I Regulation was worded as follows:

'If the parties, one or more of whom is domiciled in a Member State, 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. …'

The Brussels I bis ***Regulation***

12 Recitals 3, 13, 14, 15, 19 and 21 of the Brussels I *bis* Regulation read as follows:

'(3) … the Union is to adopt measures relating to judicial cooperation in civil matters having cross-border implications, particularly when necessary for the proper functioning of the internal market.

…

(13) There must be a connection between proceedings to which this Regulation applies and the territory of the Member States. Accordingly, common rules of jurisdiction should, in principle, apply when the defendant is domiciled in a Member State.

(14) A defendant not domiciled in a Member State should in general be subject to the national rules of jurisdiction applicable in the territory of the Member State of the court seised.

However, in order to ensure the protection of consumers and employees, to safeguard the jurisdiction of the courts of the Member States in situations where they have exclusive jurisdiction and to respect the autonomy of the parties, certain rules of jurisdiction in this Regulation should apply regardless of the defendant's domicile.

(15) The rules of jurisdiction should be highly predictable and founded on the principle that jurisdiction is generally based on the defendant's domicile. Jurisdiction should always be available on this ground save in a few well-defined situations in which the subject matter of the dispute or the autonomy of the parties warrants a different connecting factor. …

…

(19) The autonomy of the parties to a contract, other than an insurance, consumer or employment contract, where only limited autonomy to determine the courts having jurisdiction is allowed, should be respected subject to the exclusive grounds of jurisdiction laid down in this Regulation.

…

(21) In the interests of the harmonious administration of justice it is necessary to minimise the possibility of concurrent proceedings and to ensure that irreconcilable judgments will not be given in different Member States. …'

13 Article 4(1) of that regulation is worded as follows:

'Subject to this Regulation, persons domiciled in a Member State shall, whatever their nationality, be sued in the courts of that Member State.'

14 Article 6(1) of that regulation provides:

'If the defendant is not domiciled in a Member State, the jurisdiction of the courts of each Member State shall, subject to Article 18(1), Article 21(2) and Articles 24 and 25, be determined by the law of that Member State.'

15 In Section 7, entitled 'Prorogation of jurisdiction', of Chapter II, Article 25(1) of that regulation provides:

'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, unless the agreement is null and void as to its substantive validity under the law of that Member State. Such jurisdiction shall be exclusive unless the parties have agreed otherwise. …'

16 As provided in Article 31(2) of the Brussels I *bis* Regulation:

'Without prejudice to Article 26, where a court of a Member State on which an agreement as referred to in Article 25 confers exclusive jurisdiction is seised, any court of another Member State shall stay the proceedings until such time as the court seised on the basis of the agreement declares that it has no jurisdiction under the agreement.'

17 Chapter VII of that regulation, entitled 'Relationship with other instruments', includes, inter alia, Articles 68 to 70. Article 68 of that regulation reads as follows:

'1. This Regulation shall, as between the Member States, supersede the [Brussels Convention], except as regards the territories of the Member States which fall within the territorial scope of that Convention and which are excluded from this Regulation pursuant to Article 355 [TFEU].

2. In so far as this Regulation replaces the provisions of the [Brussels Convention] between the Member States, any reference to that Convention shall be understood as a reference to this Regulation.'

18 Article 69 of that regulation provides:

'Subject to Articles 70 and 71, this Regulation shall, as between the Member States, supersede the conventions that cover the same matters as those to which this Regulation applies. In particular, the conventions included in the list established by the [European] Commission pursuant to point (c) of Article 76(1) and Article 76(2) shall be superseded.'

19 Article 70(1) of that regulation is worded as follows:

'The conventions referred to in Article 69 shall continue to have effect in relation to matters to which this Regulation does not apply.'

20 Under Article 76(2) of the Brussels I *bis* Regulation, the Commission is to establish a list of the conventions referred to in Article 69 of that regulation on the basis of the notifications by the Member States in accordance with Article 76(1)(c) thereof. Under Article 76(4) of that regulation, the Commission is to publish the lists and any subsequent amendments made to them in the *Official Journal of the European Union*.

21 On the basis of the notifications provided for in Article 76 of that regulation, the Commission drew up and published three lists (OJ 2015 C 4, p. 2), the third of which ('List 3') is worded as follows:

'The Conventions referred to in Article 69 are the following:

– in Austria:

…

– the [British-Austrian Convention],

…

– in the United Kingdom:

…

– the [British-Austrian Convention],

…'

The dispute in the main proceedings and the questions referred for a preliminary ruling

22 On 6 May 2020, Cabris Investments and Revetas Capital Advisors, companies established in the United Kingdom, entered into a consultancy contract, which was accompanied by a letter, both of which contained a jurisdiction clause ('the jurisdiction clause at issue'), worded as follows:

'This contract and the relationship between the parties shall be governed by and construed in accordance with Austrian law. The Handelsgericht Wien [(Commercial Court, Vienna, Austria)] shall have exclusive jurisdiction over any disputes arising out of or in connection with this agreement or its enforcement or validity.'

23 On 30 June 2023, Cabris Investments brought an action before the Handelsgericht Wien (Commercial Court, Vienna), which is the referring court, seeking an order that Revetas Capital Advisors pay it the sum of EUR 360 000, together with default interest, in order to fulfil a contractual payment obligation under that contract relating to the role of Chief Financial Officer.

24 It is apparent from the order for reference that, aside from the jurisdiction clause at issue, there is no apparent link between the parties to the main proceedings and the Republic of Austria.

25 Revetas Capital Advisors challenged the international jurisdiction of the referring court, arguing that, since the Brussels I *bis* Regulation has not been applicable in respect of legal relationships involving the United Kingdom of Great Britain and Northern Ireland since the end of the transition period provided for in the Withdrawal Agreement of 31 December 2020 ('the transition period'), Article 25 of that regulation, as interpreted by the Court in its judgment of 8 February 2024, *Inkreal* (C-566/22, EU:C:2024:123), is not applicable to the facts in the main proceedings. Accordingly, the jurisdiction clause at issue is inoperative and the referring court therefore has no international jurisdiction to hear the dispute brought before it.

26 In the first place, the referring court has doubts as to whether Article 25 of the Brussels I *bis* Regulation and the principles laid down by the Court in the judgment of 8 February 2024, *Inkreal* (C-566/22, EU:C:2024:123), remain applicable in the case of an agreement conferring jurisdiction concluded during the transition period between two parties having their head offices in the United Kingdom which designates a court of a Member State to hear their dispute, where that court has been seised after both the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the end of the transition period, and the contractual relationship underlying the dispute has no connection with that Member State. The referring court seeks to infer from recitals 13 and 14 of that regulation, from Article 50(3) TEU and from the abovementioned judgment that such a link is required.

27 If the Court of Justice were to conclude that Article 25 of the Brussels I *bis* Regulation does not apply in such a situation, the referring court asks, in the second place, whether the Brussels Convention, and in particular Articles 17 and 18 thereof, or, failing that, the British-Austrian Convention, is applicable. According to the referring court, the answer to that question depends on whether Articles 68 and 69 of the Brussels I *bis* Regulation definitively repealed those two conventions. That court is of the view that the principles of public international law governing the termination of treaties and the fact that those various legal instruments govern related matters support the interpretation that the applicability of those conventions, as regards legal relationships involving the United Kingdom of Great Britain and Northern Ireland, is precluded.

28 In the third place, the referring court asks whether Article 50(3) TEU and Article 82(1)(b)(i) of Part 4 of the Civil Jurisdiction and Judgments (Amendment) (EU Exit) Regulations 2019 of 4 March 2019 (*Statutory Instruments* 2019, No 479) preclude the Brussels Convention from applying in general.

29 In those circumstances, the Handelsgericht Wien (Commercial Court, Vienna) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

‘(1) Is Article 25 of the [Brussels I *bis* Regulation] to be interpreted as meaning that an agreement conferring jurisdiction in which the contracting parties, who are domiciled in the United Kingdom and therefore (now) in a third State, agree that the courts of a Member State of the European Union are to have jurisdiction over disputes arising under that contract, falls within the scope of that provision, even if the underlying contract has no further connection with that Member State chosen as the place of jurisdiction? Do the underlying principles of the decision of [the Court] in [the judgment of 8 February 2024, *Inkreal* (C-566/22, EU:C:2024:123)] therefore also apply in the same way if the date of conclusion of a jurisdiction agreement between two parties domiciled in the United Kingdom still falls within the period before the end of the [Brexit transition period] on 31 December 2020, but the action was only brought after Brexit took effect? This is taking into account the fact that the contractual situation between these (now) third-country nationals has no further connection to the chosen Member State of the European Union (see, however, Recitals 13 and 14 of [that regulation]) and, in addition, Article 50(3) TEU … generally excludes the applicability of the European treaties for the United Kingdom after Brexit.

If [the Court] rejects the application of Article 25 of the [Brussels I *bis* Regulation] in the third-country scenario in question, the following further questions arise:

(2) Is Article 68 of the [Brussels I *bis* Regulation] to be interpreted as meaning that it has definitively repealed [the Brussels Convention] – including in proceedings relating to the United Kingdom (taking into account Brexit) – so that recourse to this Convention is currently no longer possible for a Member State of the European Union?

(3) Are Article 69 of the [Brussels I *bis* Regulation] in the version of [List 3] and Article 55 of the Brussels Convention, 13th indent, to be interpreted as meaning that they have also definitively repealed the [British-Austrian Convention], so that in proceedings relating to the United Kingdom (taking into account Brexit), recourse to that international treaty … is no longer possible? This is also taking into account the fact that, pursuant to Article 70(1) of the [Brussels I *bis* Regulation], the conventions referred to in Article 69 of [that regulation] retain their validity for those areas of law to which the regulation does not apply. Can [a] treaty concluded with the Republic of Austria that has already been declared "superseded" by primary law in the past be declared retroactively applicable again between those states after Brexit (so-called "revival of an international treaty") pursuant to Article 70(1) of [that regulation] with regard to the United Kingdom?

If so: Would such a "revival" also apply within the scope of application of Article 56 of the Brussels Convention, which is similar in this respect?

(4) Is Article 50(3) TEU to be interpreted as meaning that it also precludes the application or "revival" of Articles 17 and 18 of the Brussels Convention in relation to the United Kingdom (taking into account Brexit) if, in proceedings initiated in Austria, two litigants domiciled in the United Kingdom are facing each other who have agreed in their contract – concluded on 6 May 2020 – that the Handelsgericht Wien (Commercial Court, Vienna) has exclusive jurisdiction? Does the provision in Article 50(3) TEU take precedence over Article 66 of the Brussels Convention, according to which the Brussels Convention "[is concluded] for an unlimited period"?

(5) [(a)] Should [the Court] come to the conclusion that the Brussels Convention also takes precedence in the sense of [Q]uestions 2 to 4 above in relation to the United Kingdom, the question arises: Does the fundamental primacy of the Brussels Convention preclude an arrangement in the United Kingdom according to which recourse to the Brussels Convention is also expressly excluded with regard to jurisdiction agreements that were concluded prior to Brexit taking effect (see the UK provision under Section 82(1)(b)(i) of the "Regulations 4-25 Civil Jurisdiction and Judgments (Amendment) (EU Exit) Regulations 2019 (SI 2019/479)", which [was] valid until 29 February 2024 and is obviously still applicable here, as the action was brought on 30 June 2023)?

[(b)] If not: When examining the validity of a jurisdiction agreement concluded on 6 May 2020 (i.e. before Brexit) between two British companies with the choice of an Austrian forum, is an Austrian court nevertheless bound by this exclusion of application of the Brussels Convention – standardised in the United Kingdom – pursuant to Section 82(1)(b)(i) of Regulations 4-25 Civil Jurisdiction and Judgments (Amendment) (EU Exit) Regulations 2019 (SI 2019/479), in particular due to the primacy of primary law, which would in principle prevent effective enforcement in the United Kingdom ([t]he last question assumes, for the purposes of [Q]uestion 3), the expiry of the [British-Austrian Convention]?'

Consideration of the questions referred

The first question

30 By its first question, the referring court asks, in essence, whether Article 25(1) of the Brussels I *bis* Regulation must be interpreted as meaning that that provision covers a situation in which two parties to a contract domiciled in the United Kingdom agree, by an agreement conferring jurisdiction concluded during the transition period provided for by the Withdrawal Agreement, on the jurisdiction of a court of a Member State to settle disputes arising from that contract, where that court is seised of a dispute between those parties after the end of that period.

31 As a preliminary point, it must be borne in mind that since a jurisdiction clause is, by its very nature, a choice of jurisdiction which has no legal effect for so long as no judicial proceedings have been commenced and which takes effect only on the date on which the judicial action is set in motion, such a clause must be assessed as at the date on which the legal proceedings are brought (see, to that effect, judgments of 13 November 1979, *Sanicentral*, 25/79, EU:C:1979:255, paragraph 6, and of 24 November 2022, *Tilman*, C-358/21, EU:C:2022:923, paragraph 30).

32 Therefore, in order to answer the question referred, it is necessary to determine whether a dispute between two parties to a contract who are domiciled in the same third State, such as the United Kingdom since 1 February 2020, and have designated a court of a Member State to hear and determine that dispute, falls within the scope of the Brussels I *bis* Regulation and Article 25(1) thereof.

33 According to settled case-law, for the purposes of interpreting a provision of EU law, account must be taken not only of its wording, but also of the context in which it occurs, as well as the objectives and purpose pursued by the act of which it forms part (see judgments of 17 November 1983, *Merck*, 292/82, EU:C:1983:335, paragraph 12, and of 8 February 2024, *Inkreal*, C-566/22, EU:C:2024:123, paragraph 15 and the case-law cited).

34 In the first place, as regards the wording, in accordance with the first sentence of Article 25(1) of the Brussels I *bis* 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, unless the agreement is null and void as to its substantive validity under the law of that Member State.

35 It is clear from the very wording of that provision that the rule which it lays down applies regardless of the domicile of the parties. More particularly, the application of that rule shall not be subject to any condition relating to the domicile of the parties, or of one of them, in the territory of a Member State.

36 In the second place, as regards the context of Article 25(1) of the Brussels I *bis* Regulation, it is important, first, to point out that that provision differs from the one which preceded it, namely Article 23(1) of the Brussels I Regulation, which, for its part, required, for the application of the rule of jurisdiction based on an agreement conferring jurisdiction, that at least one of the parties to that agreement be domiciled in a Member State.

37 Second, it must be borne in mind that the system of jurisdiction established by the Brussels I *bis* Regulation is internal to the European Union and pursues specific objectives such as the proper functioning of the internal market and the establishment of an area of freedom, security and justice, as is apparent from recital 3 of that regulation (see, to that effect, judgment of 25 February 2025, *BSH Hausgeräte*, C-339/22, EU:C:2025:108, paragraph 55). Recital 13 of that regulation states, moreover, that 'there must be a connection between proceedings to which this Regulation applies and the territory of the Member States' and that 'common rules of jurisdiction should, in principle, apply when the defendant is domiciled in a Member State'. Recital 14 of that regulation nevertheless states that, 'to respect the autonomy of the parties, certain rules of jurisdiction in this Regulation should apply regardless of the defendant's domicile'.

38 To that end, unlike the rule laid down in Article 4(1) of the Brussels I *bis* Regulation, read in the light of recital 13 thereof, according to which jurisdiction is determined by the general principle that the courts of the place where the defendant is domiciled have jurisdiction, Article 6(1) of that regulation, read in the light of recital 14 thereof, provides that, if the defendant is not domiciled in a Member State, jurisdiction is, in each Member State, to be determined by the law of that Member State, subject, however, to the application of certain provisions of that regulation, including Article 25 thereof.

39 Therefore, it is apparent from a combined reading of Article 6(1) of the Brussels I *bis* Regulation and Article 25(1) thereof that a situation in which the defendant is not domiciled in a Member State, but the contractual parties have agreed that a court or courts of a Member State are to have jurisdiction to settle their contractual disputes, is governed by the rule of jurisdiction arising from an agreement conferring jurisdiction, set out in Article 25(1), and not by the rules of jurisdiction of the law of each Member State referred to in Article 6(1). This is in line with the literal reading indicated in paragraph 35 above, according to which Article 25(1) is applicable even where all the parties to the dispute are domiciled in a third State.

40 Third, according to the case-law of the Court, in order for the situation at issue to come within the scope of the Brussels I *bis* Regulation, it must have an international element. That international element may result both from the location of the defendant's domicile in the territory of a Member State other than the Member State of the court seised and from other factors linked, in particular, to the substance of the dispute, which may be situated even in a third State. Such a situation raises questions relating to the determination of the international jurisdiction of the courts (see, to that effect, judgments of 1 March 2005, *Owusu*, C-281/02, EU:C:2005:120, paragraph 26; of 8 September 2022, *IRnova*, C-399/21, EU:C:2022:648, paragraph 28; of 29 July 2024, *FTI Touristik (International element)*, C-774/22, EU:C:2024:646, paragraphs 26, 28 and 29; and of 25 February 2025, *BSH Hausgeräte*, C-339/22, EU:C:2025:108, paragraphs 59 and 60).

41 Furthermore, the Court has already clarified that a situation in which the parties to a contract, who are established in the same Member State, agree on the jurisdiction of the courts of another Member State to settle disputes arising out of that contract, has an international element, even if that contract has no further connection to the other Member State. In such a situation, the existence of an agreement conferring jurisdiction on the courts of a Member State other than that in which the parties are established in itself demonstrates the international nature of the situation at issue (see, to that effect, judgment of 8 February 2024, *Inkreal*, C-566/22, EU:C:2024:123, paragraphs 25 and 39).

42 It must be held, by analogy with the solution adopted by the Court in its case-law referred to in paragraphs 40 and 41 above, that the existence of an agreement conferring jurisdiction on the courts of a Member State, even though the contracting parties are domiciled in a third State, raises a question relating to the determination of the international jurisdiction of the courts and that such a situation therefore has the necessary international element within the meaning of that case-law.

43 In the third place, such an interpretation is supported by the objectives pursued by Article 25 of the Brussels I *bis* Regulation, namely to respect the autonomy of the parties and enhance the effectiveness of exclusive choice-of-court agreements, as referred to in recitals 15, 19 and 22 of that regulation (see, to that effect, judgment of 8 February 2024, *Inkreal*, C-566/22, EU:C:2024:123, paragraph 26).

44 It is also consistent with the objective of the Brussels I *bis* Regulation, which is to unify the rules of conflict of jurisdiction in civil and commercial matters by way of rules of jurisdiction which are highly predictable and thus pursues an objective of legal certainty. The possibility for the parties to a contract who are established in the same third State to agree on the jurisdiction of the courts of a Member State helps the applicant to ascertain the court before which he or she may bring proceedings and the defendant to foresee the court before which he or she may be sued. In that context, the objective of legal certainty requires that the national court seised may easily decide on its own competence, without being obliged to examine the merits of the case (see, by analogy, judgment of 29 July 2024, *FTI Touristik (International element)*, C-774/22, EU:C:2024:646, paragraph 33 and the case-law cited).

45 The application of the harmonised rules of Article 25 of the Brussels I *bis* Regulation also contributes to preventing, in the territory of the Member States, conflicts of jurisdiction which would be detrimental to legal certainty which could arise if the situation at issue were governed by the national rules of private international law of the Member States. Furthermore, the application of those harmonised rules minimises the possibility of concurrent proceedings and ensures that irreconcilable judgments will not be given in different Member States, as required by the objective of the harmonious administration of justice referred to in recital 21 of that regulation (see, to that effect, judgment of 8 February 2024, *Inkreal*, C-566/22, EU:C:2024:123, paragraph 30).

46 Consequently, a dispute, such as that at issue in the main proceedings, between two contracting parties domiciled in a third State who have designated a court of a Member State to hear their contractual disputes falls within the scope of the Brussels I *bis* Regulation and Article 25(1) thereof.

47 The fact that the agreement conferring jurisdiction, by which the parties to a contract, domiciled in the United Kingdom, have designated a court of a Member State, in the present case the referring court, to settle their disputes was concluded during the transition period and that that court is seised of a dispute after the end of that period, is not capable of altering the answer to be given to the present question.

48 Not only does the Withdrawal Agreement not govern such a situation, but it follows from the considerations set out in paragraphs 31 to 46 above that, notwithstanding the fact that the parties to a dispute are domiciled in a third State, such as the United Kingdom since 1 February 2020, the dispute in the main proceedings falls within the scope of the Brussels I *bis* Regulation and Article 25(1) thereof.

49 Having regard to the foregoing considerations, the answer to the first question is that Article 25(1) of the Brussels I *bis* Regulation must be interpreted as meaning that that provision covers a situation in which two parties to a contract domiciled in the United Kingdom agree, by an agreement conferring jurisdiction concluded during the transition period, on the jurisdiction of a court of a Member State to settle disputes arising from that contract, even where that court was seised of a dispute between those parties after the end of that period.

The second to fifth questions

50 In view of the answer given to the first question to the effect that a situation such as that at issue in the main proceedings falls within the scope of the Brussels I *bis* Regulation and Article 25(1) thereof, it is no longer necessary to answer the second to fifth questions.

Costs

51 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (First Chamber) hereby rules:

Article 25(1) of 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

must be interpreted as meaning that that provision covers a situation in which two parties to a contract domiciled in the United Kingdom agree, by an agreement conferring jurisdiction concluded during the transition period provided for by the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, on the jurisdiction of a court of a Member State to settle disputes arising from that contract, even where that court was seised of a dispute between those parties after the end of that period.

[Signatures]