

Enforceability of Jurisdiction Clauses Agreed by Private Individuals The Significance of the *Pome* Judgment in Hungarian Legal Practice

May private individuals—acting outside their business or professional capacity—validly designate the courts of another EU Member State?

May national legislation restrict the contractual autonomy guaranteed by EU law?

These questions are of particular importance for Hungarian legal practice as well, and they received a direct answer in the judgment delivered by the Court of Justice of the European Union (CJEU) on 30 October 2025 in Case C-398/24 (*Pome*).

1. Background of the Case and Its Relevance for Hungary

Article 25(1) of the Brussels Ia Regulation allows the parties to agree on the jurisdiction of a court of a Member State. In this respect, the Regulation distinguishes between:

- **formal validity**, which is exhaustively governed by EU law; and
- **substantive validity**, which, as a general rule, must be assessed under the law of the court designated.

In Hungarian practice, the question arises from time to time whether Hungarian courts may refuse to apply jurisdiction clauses by invoking national protective or procedural rules that restrict party autonomy beyond what EU law permits—particularly where the parties are private individuals.

The *Pome* judgment provides clear guidance on this issue.

2. The Core of the CJEU’s Ruling

The CJEU held that the concept of “**substantive invalidity**” in Article 25(1) of the Brussels Ia Regulation:

- covers exclusively generally recognised grounds of contractual invalidity, such as
 - lack of legal capacity,
 - mistake,
 - fraud,
 - duress or coercion;
- does **not** extend to special national rules that impose additional requirements specifically on jurisdiction clauses.

Accordingly, national provisions that declare a jurisdiction clause void solely because it was agreed by parties not acting in a professional or business capacity do **not** fall within the scope of substantive validity under Article 25(1).

3. Consequences for Hungarian Legal Practice

(a) Limits on the Application of National Restrictions

Although Hungarian law does not contain a provision comparable to the Estonian rule at issue in *Pome*, the significance of the judgment lies in the fact that it:

- draws a clear boundary on reliance on national law, and
- excludes the “indirect neutralisation” of jurisdiction clauses through general equity-based or protective arguments.

Hungarian courts may not rely on internal legal considerations that are not general grounds of contractual invalidity, but instead relate exclusively to jurisdiction clauses.

(b) No Room for Creating Additional “Protected” Categories of Persons

The CJEU emphasised that the Brussels Ia Regulation:

- provides an exhaustive system for the protection of so-called “weaker parties” (consumers, employees, insured persons);
- does not allow Member States to create additional protected categories through national law.

From a Hungarian perspective, this means that private individuals, as such, do not qualify as protected parties for the purposes of applying Article 25.

4. Practical Significance in Hungarian Contractual Relationships

The *Pome* judgment confirms:

- the primacy of contractual autonomy,
- the predictability and enforceability of jurisdiction clauses, and
- the uniform application of EU private international law rules.

Jurisdiction clauses concluded by Hungarian private individuals designating the courts of another Member State are:

- **valid and enforceable**, provided that
 - they comply with the EU formal requirements, and
 - no general ground of contractual invalidity exists.
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5. Conclusion

The *Pome* judgment reinforces a narrow, EU-law-based interpretation of Article 25 of the Brussels Ia Regulation. For Hungarian legal practice, the message is clear:

Jurisdiction clauses may not be deprived of effect on the basis of overly protective or particularistic national rules.

This interpretation contributes to legal certainty and to preserving party autonomy in private law disputes within the European Union.

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