

## Case C-26/91

**Jakob Handte & Co. GmbH**

v

**Traitements Mécano-chimiques des Surfaces SA (TMCS)**

(Reference for a preliminary ruling  
from the French Cour de Cassation)

(Brussels Convention — Interpretation of Article 5(1) — Jurisdiction in matters relating to a contract — Chain of contracts — Action to establish liability brought by a sub-buyer of goods against the manufacturer)

Report for the Hearing .....	II - 0000
Opinion of Advocate General Jacobs delivered on 8 April 1992 .....	II - 0000
Judgment of the Court, 17 June 1992 .....	II - 0000

### Summary of the Judgment

*Convention on Jurisdiction and the Enforcement of Judgments — Special jurisdiction — Jurisdiction ‘in matters relating to a contract’ — Concept — Independent interpretation — Chain of contracts — Action to establish liability brought by a sub-buyer against the manufacturer — Excluded (Convention of 27 September 1968, Arts 2 and 5(1))*

The phrase ‘matters relating to a contract’ in Article 5(1) of the Convention of 27 September 1968 on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, which must be interpreted independently, is not to be understood as covering a situation in which there is no obligation freely assumed by one party towards another. Strengthening legal protection of persons established in the Community, which is one of the objectives of the Convention, also requires that the jurisdictional rules which derogate from the general principle set out in Article 2 of the Convention should be interpreted in such a way as to enable a normally well-informed defendant reasonably to predict before which courts, other than those of the State in which he is domiciled, he may be sued. It follows that Article 5(1) of the Convention is to be understood as meaning that it does not apply to an action between a sub-buyer of goods and the manufacturer, who is not the seller, relating to defects in those goods or to their unsuitability for their intended purpose.