

Danijela Vrbljanac, mag. iur. univ. spec. iur.  
Department of Private International and European Law  
Faculty of Law, University of Rijeka, Croatia  
dvrbljanac@pravri.hr

## **International Jurisdiction for Internet Disputes Arising out of the Contractual Obligations**

The Brussels I Regulation confers jurisdiction in contractual matters upon the courts for the place of performance of the obligation in question, the latter being the place of the delivery in the case of the sale of goods and the place of provision of the service in the case of provision of service, as the provision further specifies. Since the relevant criterion for jurisdiction is *locus solutionis*, the mere fact that the contract was concluded online will not be significant. However, the problem will occur when the immaterial goods have to be delivered online or when the intellectual service has to be provided online. Such disputes subject the Brussels I Regulation to the test of its aptness to Internet disputes and place a challenging task before the national courts – adapting the traditional, territorially bounded jurisdictional rules to Internet disputes which defy geographic limitations. This paper will propose a solution to presented issue which is in accordance with the existing case-law of the Court of Justice of the European Union interpreting the provision in question.