

PARTY AUTONOMY IN CONTRACTUAL CHOICE OF LAW IN CHINA

The principle of party autonomy in contractual choice of law is widely recognized in the law of most jurisdictions. It has been more than thirty years since party autonomy was first accepted in Chinese private international law. However, the legal rules provided in legislation and judicial interpretations concerning the application of the party autonomy principle are abstract and open-ended. Without a critical understanding of the party autonomy principle and appropriate interpretations of the relevant legal rules, judges have not exercised their discretionary power appropriately. The party autonomy principle has been applied in a way that undermines its very purpose – that is, to protect the legitimate expectations of the parties and promote the predictability of outcomes in transnational commercial litigation. Jieying Liang addresses the questions of how, when and with what limitations parties' choice of law clauses in an international commercial contract should be enforced by Chinese courts.

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The University of Hong Kong



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To
Professor Michael Tilbury
My lifelong mentor and friend

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