

[Home](#) > ... > [Court Procedures](#) > [Civil Cases](#) > [Which Country's Court Is Responsible?](#) > [Germany](#)

Which country's court is responsible?

 Germany

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European Judicial Network
(in civil and commercial
matters)

The German courts have international jurisdiction where jurisdiction is conferred on them either by EU law or by autonomous international law on civil procedure, which includes international conventions. This article only covers matters of national jurisdiction.

1 Should I apply to an ordinary civil court or to a specialised court (for example an employment labour court)?

There are two different systems of courts for civil disputes in Germany: the civil courts (*Zivilgerichte*), which form part of the ordinary courts, and the labour courts (*Arbeitsgerichte*), which are specialised courts.

Labour courts have jurisdiction in all civil disputes between employees and employers and over disputes between the parties to collective agreements. The other areas in which the labour courts have jurisdiction are set out in Sections 2 to 3 of the Labour Courts Act (*Arbeitsgerichtsgesetz*). Under Section 5(1), second sentence, of the same Act, labour courts also have jurisdiction in disputes between persons in a comparable situation to employees and their clients. All other civil disputes fall under the jurisdiction of the civil courts.

2 Where the ordinary civil courts have jurisdiction (i.e. these are the courts which have responsibility for such cases) how can I find out which one I should apply to?

2.1 Is there a distinction between lower and higher ordinary civil courts (for example district courts as lower courts and regional courts as higher courts) and if so which one is competent for my case?

1. The local courts (*Amtsgerichte*) generally have jurisdiction in civil disputes if the value in dispute does not exceed €10 000 and the regional court (*Landsgericht*) does not have exclusive jurisdiction (Section 23 No 1 of the Judiciary Act (*Gerichtsverfassungsgesetz*)).

The local courts also have exclusive jurisdiction in the areas described below, whatever the value in dispute (see Sections 23 and 23a of the Judiciary Act).

The local courts have exclusive jurisdiction to hear disputes concerning claims arising from residential leases or disputes concerning the existence of such leases (Section 23 No 2(a) of the Judiciary Act).

They also have exclusive jurisdiction in family matters and generally have jurisdiction over non-contentious proceedings (Section 23a(1), first sentence, Nos 1 and 2 of the Judiciary Act).

Other areas in which the local courts have exclusive jurisdiction irrespective of the value in dispute are set out in Section 23 Nos 2(b) to (e) and (g) of the Judiciary Act (disputes between travellers and their hosts, drivers, skippers / ship captains or emigration dispatch clerks at embarkation ports that relate to bills from hosts, fares, crossing fees or the transport of travellers and their belongings, or to the loss of or damage to those belongings,

and disputes between travellers and tradesmen arising in connection with the journey; disputes under Section 43(2) of the Act on the Ownership of Apartments (*Wohnungseigentumsgesetz*) (the local courts have exclusive jurisdiction here); disputes over damage caused by game; disputes concerning claims under the law relating to neighbours pursuant to Sections 910, 911 and 923 of the Civil Code (*Bürgerlichen Gesetzbuchs*), Section 906 of the Civil Code, and provincial legislation within the meaning of Article 124 of the Introductory Act to the Civil Code (*Einführungsgesetzes zum Bürgerlichen Gesetzbuche*), provided that the effects at issue are not attributable to commercial operations; claims under a contract which is concluded in connection with a transfer of land to a successor and which reserves for the transferor a life tenancy and lifelong benefits in kind (referred to in German as an *Altenteilsvertrag* or sometimes as a *Leibgedingsvertrag*, *Leibzuchtvertrag* or *Auszugsvertrag*)).

2. The regional courts have jurisdiction at first instance in civil disputes that are not assigned to the local courts (Section 71(1) of the Judiciary Act). These are primarily cases where the value in dispute is more than €10 000.

Section 71(2) of the Judiciary Act specifies a number of areas where the regional courts have exclusive jurisdiction irrespective of the value in dispute. Under this provision, the areas in which the regional courts have exclusive jurisdiction include:

- liability claims against the State arising due to the incorrect performance by public officials of their duties (*Amtshaftung*),
- compensation claims due to false capital market disclosures or failures to make such disclosures,
- disputes concerning a construction client's right to order changes and the contractor's consequent entitlement to adaptation of their remuneration under construction contracts as referred to in Section 650b of the Civil Code,
- disputes relating to claims arising from publications in printed matter and audiovisual media of any kind, and
- disputes arising from medical treatment.

Further areas in which the regional courts also have exclusive jurisdiction are laid down in other provisions of federal acts, for example in the area of industrial property (see, for example, Section 140(1) of the Trade Marks Act (*Markengesetz*)).

Chambers for hearing commercial cases may also be set up at regional courts (Section 93 of the Judiciary Act). These have jurisdiction in commercial cases as defined in Section 95 of the Judiciary Act. One of the parties must request that the case be heard by the chamber for commercial cases (Section 96(1) and Section 98(1), first sentence, of the Judiciary Act).

Under the Act on strengthening Germany as a judicial centre (*Justizstandort-Stärkungsgesetz*, German Federal Law Gazette 2024 I No 302), which entered into force on 1 April 2025, the federal states (Länder) also have the option to give their higher regional courts (*Oberlandesgerichte*) jurisdiction at first instance in certain commercial civil matters referred to in the Act (see Section 119b(1) of the Judiciary Act). By agreement of the parties, such a court can then have jurisdiction at first instance for those disputes where the value in dispute is a minimum specified amount.

2.2 Territorial jurisdiction (is the court of city/town A or of city/town B competent for my case?)

2.2.1 The basic rule of territorial jurisdiction

In Germany, the principle under the rules on general place of jurisdiction in Sections 12-18 of the Code of Civil Procedure (*Zivilprozessordnung*, ZPO) is that territorial jurisdiction is determined by the place of residence of the defendant (Section 12 ZPO). If the defendant does not have a place of residence, the place where they are staying in Germany is taken as the reference point; if it is not known where they are staying, their last place of residence is taken as the reference point (Section 16 ZPO). In the case of a legal person, territorial jurisdiction is determined by that legal person's registered office (Section 17 of the Code of Civil Procedure).

2.2.2 Exceptions to the basic rule

2.2.2.1 When can I choose between the court in the place where the defendant lives (court determined by the application of the basic rule) and another court?

For certain types of claim, the claimant may alternatively choose a (special – not exclusive) place of jurisdiction other than the place of residence of the defendant. Some examples are set out below.

* Disputes arising from a contractual relationship and disputes about the existence of a contract may also be taken to the court of the place where the obligation at issue is to be fulfilled (*'Besonderer Gerichtsstand des Erfüllungsorts'* – special jurisdiction of the place of fulfilment, Section 29(1) of the Code of Civil Procedure). An agreement regarding the place of fulfilment is procedurally relevant only if the contracting parties belong to a category of person authorised to conclude jurisdiction agreements under Section 38(1) of the Code of Civil Procedure or if the agreement was concluded after the dispute arose (see answer to question 2.2.2.3).

The term 'contractual relationship' covers all contracts governed by the law of obligations, whatever the type of obligation. The same rule applies in cases where the labour courts have jurisdiction (Section 46(2) of the Labour Courts Act).

* For claims arising from wrongful acts, the court for the district where the act took place also has jurisdiction (Section 32 of the Code of Civil Procedure).

* For claims under the Road Traffic Act (*Straßenverkehrsgesetz*), the court for the district where the harmful event, i.e. the traffic accident, occurred also has jurisdiction (Section 20 of the Act).

* The victim of a criminal offence may, as part of criminal proceedings, lodge applications in respect of their property-law entitlements resulting from the criminal offence to the court where the criminal proceedings have been brought (adhesion procedure (*Adhäsionsverfahren*) under Sections 403 and 404 of the Code of Criminal Procedure (*Strafprozessordnung*)).

* Territorial jurisdiction in divorce proceedings is regulated in Section 122 of the Act on procedure in family matters and in matters of non-contentious proceedings (*Gesetz über das Verfahren in Familiensachen und in den Angelegenheiten der freiwilligen Gerichtsbarkeit*). Under that provision, the family court (*Familiengericht*) (a division of the local court) for the district where one of the spouses habitually resides with all of the couple's mutual minor children (i.e. actual centre of interests) has exclusive jurisdiction. If, at the time the application is served on the respondent (*Eintritt der Rechtshängigkeit*), no such habitual residence with all of the couple's minor children exists, the family court for the district where one of the spouses habitually resides with some of the couple's minor children has exclusive jurisdiction, provided that none of the couple's mutual children are habitually resident with the other spouse.

If neither of the above conditions for jurisdiction is satisfied, the family court for the district where the spouses last habitually resided together has exclusive jurisdiction if one of the spouses is still habitually resident there at the time the application is served on the respondent. If that condition is not satisfied either, jurisdiction is determined by the place of habitual residence of the respondent, unless the respondent does not have a place of habitual residence in Germany, in which case the place of habitual residence of the applicant is taken as the point of reference.

In the event that none of the above conditions for jurisdiction are satisfied, the family court at Berlin-Schöneberg Local Court has exclusive jurisdiction.

* Territorial jurisdiction in maintenance matters is governed by Section 232 of the Act on procedure in family matters and in matters of non-contentious proceedings. With regard to maintenance for spouses or children, while proceedings concerning a matrimonial matter are pending before a court, exclusive jurisdiction lies with the court of first instance before which the case has been or was brought.

If proceedings concerning a matrimonial matter are not or are no longer pending, the court for the district where the child or the parent authorised to act on behalf of the minor child habitually resides has exclusive jurisdiction in a case concerning maintenance for a minor or equivalent child. This does not apply if the child or parent habitually resides in a country other than Germany.

For all other maintenance matters (maintenance for spouses or children that is not covered by the rules described above, but also, for example, maintenance for grandchildren, parents or mothers of children born outside marriage), the general rules remain applicable – i.e. the primary determining factor is where the respondent habitually resides. However, in some special cases, the place of jurisdiction can alternatively be chosen in accordance with the second sentence of Section 232(3) of the Act on procedure in family matters and in matters of non-contentious proceedings (No 1: for applications by one parent against the other parent concerning (a) maintenance that must by law be provided as a result of a marriage or (b) an entitlement under Section 1615I of the Civil Code – the court before which first-instance proceedings in respect of child maintenance are pending may be chosen; No 2: for an application by a child aimed at ensuring that both parents satisfy their duty to provide maintenance – the court with jurisdiction to hear the application against one of the parents; No 3: the court where the applicant habitually resides, if the respondent does not have a place of jurisdiction in Germany).

* Section 152 of the Act on procedure in family matters and in matters of non-contentious proceedings applies the same rules to proceedings relating to parental responsibility or child-contact arrangements. Thus, if the divorce proceedings are pending before a court, that same court has jurisdiction also over proceedings relating to parental responsibility or child-contact arrangements. If no proceedings concerning a matrimonial matter are pending, it is the child's habitual residence that is decisive. The reference point in time for determining jurisdiction is the date on which the matter is referred to the court.

* Territorial jurisdiction in non-contentious proceedings is determined from very different perspectives, as matters of this type do not generally involve claims between the parties but are concerned with providing legal protection.

If a matter concerns a natural person, jurisdiction generally depends on that person's place of habitual residence, unless the action needed points to a different location. This is regulated in Section 272 of the Act on procedure in family matters and in matters of non-contentious proceedings for legal guardianship cases, Section 313 of the same Act for involuntary commitment cases, and Section 416 for deprivation of liberty cases.

In the case of legal persons (e.g. a public limited company (*Aktiengesellschaft*), private limited company (*Gesellschaft mit beschränkter Haftung*) or registered association (*eingetragener Verein*)) or groups of persons treated as such under procedural law (e.g. a general partnership (*offene Handelsgesellschaft*) or limited partnership (*Kommanditgesellschaft*)), jurisdiction in legal protection matters, for example in cases concerning registrations in public registers or proceedings under company law, is determined on the basis of the registered office of the association or company. Where a natural person acts as a sole trader, the place where they are established is the decisive factor. The rules on territorial jurisdiction in registration cases and proceedings under company law are set out in Sections 376 and 377 of the Act on procedure in family matters and in matters of non-contentious proceedings, sometimes in conjunction with rules laid down in federal state law.

In a probate case, jurisdiction generally lies with the court for the district where the deceased had their last habitual residence (Section 343(1) of the Act on procedure in family matters and in matters of non-contentious proceedings). In certain cases, jurisdiction may lie elsewhere on the basis of Section 343(2) or (3) or Section 344 of the Act. Particular mention should be made here of Section 344(7) of the Act, which allows an heir who is not habitually resident in the district covered by the probate court that has general jurisdiction to refuse an inheritance or make other declarations concerning entitlement to an inheritance before the probate court for the district where they themselves are habitually resident instead.

In its capacity as the land registry, the local court for the area where land is located has jurisdiction in land registration cases. Territorial jurisdiction in land registration cases is governed by Section 1 of the Land Register Regulations (*Grundbuchordnung*), sometimes in conjunction with rules laid down in federal state law.

2.2.2.2 When do I have to choose a court other than that in the place where the defendant lives (court determined by the application of the basic rule)?

Where an act expressly states that a place of jurisdiction is exclusive, that place of jurisdiction takes precedence over all other places of jurisdiction, i.e. the proceedings can be brought (and be admissible) only before the court with exclusive jurisdiction. Certain instances of exclusive jurisdiction are laid down in the Code of Civil Procedure, while others derive from special acts such as the Act on procedure in family matters and in matters of non-contentious proceedings (see, for example, Section 122 of that Act). Some examples of exclusive jurisdiction

under the Code of Civil Procedure are described below.

* For certain proceedings relating to land or a right that is equivalent to land (e.g. a heritable building right (*Erbbaurecht*)), the court for the district where the immovable property is located has exclusive territorial jurisdiction. This applies in the case of proceedings relating to ownership of or encumbrances on property, disputes about freedom from such encumbrances, actions for possession, boundary disputes and actions for partition (Section 24 of the Code of Civil Procedure).

* For disputes arising under rental or leasehold relationships for premises, or disputes regarding the existence of such relationships, the court for the district where the rented or leased premises are located has exclusive territorial jurisdiction (Section 29a(1) of the Code of Civil Procedure). This rule does not, however, apply to the rental of residential premises for temporary use (holiday homes, hotel rooms, etc.) or of furnished premises for individual tenants, nor does it apply to houses or premises for public tasks (Section 29a(2) of the Code of Civil Procedure).

* For actions brought against the operator of a facility located in Germany in which compensation is claimed for damage caused by an environmental effect, the court for the district where the facility's effect on the environment originated has exclusive jurisdiction (Section 32a of the Code of Civil Procedure).

* For actions to claim compensation on account of false or misleading public capital market disclosures or failure to make such disclosures, or actions for the fulfilment of a contract based on an offer pursuant to the Securities Purchase and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*), the court for the place of the registered office of (a) the issuer concerned, (b) in the case of other capital investments the offeror concerned or (c) the target company has exclusive jurisdiction if that registered office is situated in Germany and the action is directed, at least among others, against the issuer, the offeror, or the target company (Section 32b of the Code of Civil Procedure).

* In 'order for payment' procedures, exclusive jurisdiction lies with the local court where the applicant has their general place of jurisdiction, i.e. as a rule their place of residence or – if the applicant is a legal person – the place where their registered office is located (first sentence of Section 689(2) of the Code of Civil Procedure). If the applicant does not have a general place of jurisdiction in Germany, Wedding Local Court in Berlin has exclusive jurisdiction. These rules apply even where other legislation makes different provision for exclusive jurisdiction.

* In enforcement proceedings, exclusive jurisdiction lies with the local court for the district where enforcement is to take place or has taken place (Sections 764(2) and 802 of the Code of Civil Procedure). Jurisdiction for enforcing financial claims and other rights to assets lies with the local court for the place where the debtor resides (Section 828(2) of the Code of Civil Procedure). In the case of the forced sale by auction or forced administration of land, the local court for the district where the land is located has exclusive territorial jurisdiction as the enforcing court (Sections 1(1) and 146 of the Act on Compulsory Auction and Compulsory Administration (*Gesetz über die Zwangsversteigerung und die Zwangsverwaltung*) and Sections 802 and 869 of the Code of Civil Procedure).

If a third party brings a claim to title preventing the disposal of an object involved in enforcement proceedings, the court for the district where enforcement is being pursued has exclusive jurisdiction (Section 771(1) of the Code of Civil Procedure).

* Obligations that cannot be delegated to other persons (*unvertretbare Handlungen*) – be they obligations to act, to tolerate things or to refrain from things – can be enforced by the first-instance court for the case (Sections 894, 895, 888, 890 of the Code of Civil Procedure). Jurisdiction for actions opposing the enforcement of a title established by a court ruling also lies with the court of first instance (Section 767(1) of the Code of Civil Procedure).

2.2.2.3 Can the parties themselves attribute jurisdiction to a court that would not be competent otherwise?

a) Agreements

The Code of Civil Procedure provides for the possibility of making jurisdiction agreements. Under Section 38(1) of the Code of Civil Procedure, a court of first instance that does not, on the basis of subject matter or location,

have jurisdiction can acquire jurisdiction by the express or tacit agreement of the parties if the parties to the agreement are merchants, legal persons under public law, or earmarked funds under public law. Agreements to the effect that a particular court of first instance has jurisdiction are also permitted if at least one of the parties to the agreement does not have a general place of jurisdiction in Germany (first sentence of Section 38(2) of the Code of Civil Procedure). In the latter case, the agreement must be made in writing or, if it is made verbally, it must be confirmed in writing. If one of the parties has a general place of jurisdiction in Germany, a court may be chosen in Germany only if that party has their general place of jurisdiction there or the court has special jurisdiction.

Under Section 38(3) of the Code of Civil Procedure, a jurisdiction agreement is otherwise only admissible if it is entered into, expressly and in writing, after the dispute arises or to cover the possibility of the future defendant having moved their place of residence or habitual residence abroad after the conclusion of a contract or their place of residence or habitual residence not being known at the time of proceedings being brought.

A jurisdiction agreement must always relate to a particular legal relationship and the legal disputes arising under it. If this condition is not satisfied, the agreement is invalid (Section 40(1) of the Code of Civil Procedure). Jurisdiction agreements are also inadmissible for non-financial claims which are assigned to the local court regardless of the value in dispute (Section 40(2) No 1 of the Code of Civil Procedure). They are likewise not possible in cases where exclusive jurisdiction is established by law (Section 40(2) No 2 of the Code of Civil Procedure).

A valid jurisdiction agreement is binding on the courts. The question of whether exclusive jurisdiction has been agreed depends on the content of the agreement.

b) Participating in court proceedings without disputing the court's jurisdiction (*rügelose Verhandlung*)

A court of first instance is also legally deemed to have jurisdiction if the defendant presents oral argument on the merits of the case without challenging the court's jurisdiction (Section 39 of the Code of Civil Procedure). In proceedings before the local courts, this legal consequence follows only if the court has drawn attention to the issue (Section 504 of the Code of Civil Procedure).

However, under the second sentence of Section 40(2) of the Code of Civil Procedure, jurisdiction over an action cannot be established in this way (i.e. as a result of the defendant participating in court proceedings without disputing the court's jurisdiction) in a case where a jurisdiction agreement would be inadmissible (see above: non-financial disputes and exclusive jurisdiction).

3 Where specialised courts have jurisdiction how can I find out which one I have to address?

The labour courts have specific features not only in relation to the subject matter over which they have jurisdiction under Sections 2 to 3 of the Labour Courts Act (*Arbeitsgerichtsgesetz*).

They also have specific features concerning territorial jurisdiction. For proceedings leading to a judgment ('judgment proceedings') (*Urteilsverfahren*) within the meaning of Section 2 of the Labour Courts Act, the starting point is a reference to the general rules under the Code of Civil Procedure (first sentence of Section 46(2) of the same Act). The rules on territorial jurisdiction laid down in the Code of Civil Procedure therefore apply. However, Section 48(1a) of the Labour Courts Act specifies the place of work as a special place of jurisdiction where proceedings may also be brought. For jurisdiction agreements, the general rules described in the answer to question 2.2.2.3 apply. It should however be noted that, for certain disputes, Section 48(2) of the Labour Courts Act authorises the parties to a collective agreement to specify the jurisdiction of a court that does not have territorial jurisdiction per se, without observing Section 38 of the Code of Civil Procedure.

For proceedings leading to a decision ('decision proceedings') (*Beschlussverfahren*) within the meaning of Section 2a of the Labour Courts Act, Section 82(1) of that Act provides for the exclusive jurisdiction of the place of business or the registered office of the undertaking.

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