

THE ENFORCEMENT OF FOREIGN JUDGMENTS IN FRANCE

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In general, the jurisdictional resolution of a dispute that includes a foreign element mainly involves identifying which court has international jurisdiction and which law is applicable. However, the importance of enforcing the court decision cannot be overlooked. But in the context of such disputes, the concept of enforcement has different meanings. Although the effective realization of the winning party's rights ultimately involves actual enforcement of the court's judgment, it may be necessary to ensure the "cross-border circulation" of the decision—beforehand—so that it will be enforceable in one or more other States.

The prerequisite for enforcing a foreign judgment in France is thus, in principle, obtaining an exequatur or declaration of enforceability. These procedures apply to the enforcement of a foreign judgment by conferring enforceability on the judgment. They are necessary for writs of enforcement regarding property or coercive measures regarding persons. The enforcement of financial judgments (A) should be distinguished from the enforcement of judgments ordering the transfer of property (B).

A. - ENFORCEMENT OF FINANCIAL JUDGMENTS

The recognition in France of a decision that contains one or more financial judgments is simplified by the existence of European regulations in certain domains.

Thus, the requirements for conferring enforceability on a judgment differ depending on whether the judgment was issued in the European Union (which will be briefly discussed) rather than in a State outside the European Union, and in the United States in particular.

I. Enforcement of financial judgments issued within the European Union

Under European Union law, there are some particularities regarding how judgments may be enforced on the territories of different States.

a) In civil and commercial matters

1. - Simplified enforcement

In civil and commercial matters, Regulation (EC) 44/2001 of 22 December 2000, known as Brussels I, provides for lighter formalities for issuing declarations of enforceability, while Regulation (EU) 1215/2012 of 12 December 2012, known as Brussels I bis, goes even further by abolishing the declaration of enforceability. The provisions of the Brussels I regulation are applicable to actions initiated after it entered into force on March 1, 2002 (EU Council Reg. (EC) No. 44/2001, Art. 66: "This Regulation shall apply only to legal proceedings instituted and to documents formally drawn up or registered as authentic instruments after the entry into force thereof") and the Brussels I bis regulation applies to judgments regarding judicial proceedings initiated on or after January 10, 2015 (EP and EU Council Reg. (EU) No. 1215/2012, Art. 66: "Notwithstanding Article 80, Regulation (EC) No. 44/2001 shall continue to apply to judgments given in legal proceedings instituted, to authentic instruments formally drawn up or registered and

to court settlements approved or concluded before 10 January 2015 which fall within the scope of that Regulation”).

2. - Applicability of the Regulations

The rules contained in these regulations apply whenever the recognition or enforcement of a decision issued by another Member State of the European Union is requested, regardless of the grounds on which the court of that State based its jurisdiction to decide the dispute.

1) Brussels I Regulation

Article 38 of Regulation (EC) No. 44/2001 of 22 December 2000 provides that “A judgment given in a Member State and enforceable in that State shall be enforced in another Member State when, on the application of any interested party, it has been declared enforceable there.” In order for a decision to be enforceable, it is necessary to apply to the competent authority of the Member State addressed (in which enforcement of the judgment is sought). With regard to the United Kingdom, paragraph 2 provides for a particular method of enforcing a judgment in England, Wales, Scotland and Northern Ireland, after the judgment has been registered for enforcement.

An application for enforcement is made by a petition accompanied by the documents mentioned in Article 53: a copy of the judgment which satisfies the conditions necessary to establish its authenticity and the certificate referred to in Article 54, without prejudice to Article 55. As soon as these formalities have been completed, the judgment is declared enforceable, without review. In fact, the regulation provides that the competent authority of the Member State addressed shall not carry out any examination of grounds for refusing a declaration of enforceability (Article 41). The procedure provided is a purely formal one and the grounds will only be examined if the defendant appeals the declaration of enforceability.

If the petition for a declaration of enforceability is successful, the petitioner must then serve the declaration of enforceability on the party against whom enforcement is sought and, if the petition is not successful, the applicant must be made known of the decision. Article 43 provides for an appeal process available to both the plaintiff and the defendant. In the context of such an appeal, the court “may not refuse or revoke a declaration of enforceability except for one of the grounds provided in Articles 34 and 35” (Article 45).

Article 34 provides four grounds for nonrecognition:

- recognition is manifestly contrary to the public policy of the Member State addressed,
- violation of the defendant’s rights,
- irreconcilability with a judgment made between the same parties in the Member State addressed,
- irreconcilability with a judgment issued between the same parties in another Member State or in a third-party State that involve the same cause of action, provided that the earlier judgment fulfills the conditions necessary for its recognition in the Member State in which recognition is sought.

Article 35 provides that “a judgment shall not be recognized if it conflicts with Sections 3, 4 or 6 of Chapter II, or in a case provided for in Article 72.”

If the appeals provided for in the regulation are unsuccessful or are not used, the foreign decision is declared enforceable on French territory. Thus, a creditor may call upon the assistance of law enforcement in France to enforce the foreign financial judgment against the debtor.

2) Brussels I Bis Regulation

1. - Abolition of the application for a declaration of enforceability

The Brussels I bis regulation is even more efficient in that it provides that “[a] judgment given in a Member State which is enforceable in that Member State shall be enforceable in the other Member States without any declaration of enforceability being required” (EP and EU Council Reg. (EU) No. 1215/2012, Art. 39). The application for a declaration of enforceability was abolished when the regulation was revised, which greatly facilitates the enforcement of European judgments on the territory of other Member States.

2. - Automatic recognition

Thus, in principle, judgments issued by a Member State of the European Union in civil or commercial matters are automatically recognized in the other Member States and are enforceable within the Member States of the European Union as long as they are enforceable in the State in which they were issued.

3. - Formalities

To have a judgment enforced in a Member State, the petitioner must give the competent authority responsible for enforcement the documents listed in Article 42 (copy of the judgment, certificate issued by the court of origin) and Article 41 provides that a judgment issued in a Member State that is enforceable in the Member State addressed is enforceable in that State under the same conditions as a judgment issued in the Member State addressed.

4. - Appeals

The person against whom enforcement is sought may appeal the enforcement of the judgment and enforcement will be refused when one of the grounds referred to in Article 45 is found to exist. The grounds are the same as those provided by the Brussels I regulation, with the addition of grounds related to exclusive jurisdiction imposed by the Brussels I bis regulation.

3) Regulation (EC) No. 805/2004 of 21 April 2004

1. - No intermediate proceedings

In civil and commercial matters, this regulation allows judgments related to uncontested claims to be enforced on the territory of another Member State without requiring any special procedure in the Member State of enforcement. The judgment must have been certified as an enforceable instrument in the Member State of origin in order to be recognized and enforced in other Member States without the need for intermediate proceedings.

2. – Autonomous definition

This regulation contains an autonomous definition of “uncontested claim” and the court of origin may certify any decision related to such a claim as an enforceable instrument when the conditions set forth in Article 6 of the regulation are met.

3. - Enforcement

According to Article 5: “A judgment which has been certified as a European Enforcement Order in the Member State of origin shall be recognised and enforced in the other Member States without the need for a declaration of enforceability and without any possibility of opposing its recognition.”

Article 20 specifies that such a decision “shall be enforced under the same conditions as a judgment handed down in the Member State of enforcement.”

4. - Simplified procedure

Enforcement is therefore greatly simplified, since an exequatur is not necessary. European enforceable instruments circulate freely within the European Union, except for Denmark (Recital 25). The procedure for enforcing the judgment itself (enforcement measure, seizure or other measure) will be governed by the national law of the Member State of enforcement (EP and EU Council Reg. (EC) No. 805/2004, Art. 20).

b) In matters of maintenance obligations

1. - “Maintenance obligations” regulation

With regard to maintenance obligations, Regulation (EC) No. 4/2009 of 18 December 2008 contains provisions in chapter IV on the recognition, enforceability and enforcement of judgments. A distinction is made depending on whether the decision was handed down in a Member State bound by the Hague Protocol of 2007 (Hague Protocol of 23 November 2007 on the law applicable to maintenance obligations) or not.

1) Judgment rendered in a Member State bound by the Hague Protocol of 2007

1. - No declaration of enforceability required

If the Member State is effectively bound by the Hague Protocol, the decision is “recognized in another Member State without any special procedure being required and without any possibility of opposing its recognition” and if it is enforceable in the Member State that issued it, it “shall be enforceable in another Member State without the need for a declaration of enforceability” (EU Council, Reg. (EC) No. 4/2009, Art. 17).

2. - Appeals

Here we find a reasoning similar to the one provided in the Brussels I bis regulation. It should be pointed out that Article 19 gives the defendant 45 days to request that the decision be re-examined by the competent court of the Member State of origin in certain limited cases and that Article 21 provides for the refusal or suspension of enforcement by the court of the Member State of enforcement in cases provided for by the law of the Member State of enforcement insofar as they are not incompatible with the application of paragraphs 2 and 3 of the regulation.

2) Judgment rendered in a Member State not bound by the Hague Protocol of 2007

1. - Declaration of enforceability required

However, if the judgment is rendered in a Member State that is not bound by the Hague Protocol of 2007, for example, in Denmark (current State: 39, Protocol of 23 November 2007 on the law applicable to maintenance obligations), then it is automatically recognized but will not be enforced in another Member State unless it has been declared enforceable there upon request (EU Council Reg. (EC) No. 4/2009, Art. 23 and 26).

2. - Similarity to Brussels I

The procedure for obtaining a declaration of enforceability is similar to the procedure under the framework of the Brussels I regulation. In addition, the grounds for refusal of enforceability that may be considered in an appeal are also identical (EU Council Reg. (EC) No. 4/2009, Art. 24).

3. - Simplified declaration of enforceability

One of the considerable advantages of this regulation is that the court of origin may declare the judgment provisionally enforceable even if an appeal is admissible and even if the national law does not provide for automatic enforcement of such judgments (EU Council Reg. (EC) No. 4/2009, Art. 39). This makes it possible to take into consideration the crucial nature of the sums owed as maintenance to the creditor who is claiming them in court.

c) Summary

To sum up, within the European Union, there are many instruments that enable the quick and efficient enforcement of financial judgments. Most European regulations now, in principle, provide that judgments rendered on the territory of a Member State may be enforceable on the territory of other Member States when formal requirements are met. Obtaining a declaration of enforceability is also greatly simplified. It is further worth mentioning that there is a European court-ordered payment procedure (EP and EU Council Reg. (EC) No. 1896/2006, 12 December 2006: OJEU No. L 399, 30 December 2006, p. 1-32), which also facilitates the enforcement of financial judgments within the European Union.

II. ENFORCEMENT OF FINANCIAL JUDGMENTS ISSUED OUTSIDE THE EUROPEAN UNION

Outside the European Union, it is important to find out, depending on the country of origin of the foreign judgment in question and the subject matter, whether there is a bilateral or multilateral agreement that facilitates the enforcement of foreign judgments on French territory.

a) Where an international agreement exists

1. - The Hague Convention

In its relationship with the United States, for example, there is the Hague Convention on the international recovery of child support and other forms of family maintenance of 23 November 2007. This convention, to which France has been bound since 2011, was ratified by the United States in 2016. It ensures the efficient international recovery of child support and maintenance for other family members by ensuring the recognition and enforcement of judgments related to maintenance obligations.

1) Recognition procedure

1. - Conditions for recognition and enforcement

Based on this convention, a creditor who seeks recovery of maintenance payments may obtain “recognition or recognition and enforcement of a decision” or “enforcement of a decision made or recognised in the requested state” (Hague Convention Art. 10(a) and (b)). The request is sent to the Central Authority of the requested State through the Central Authority of the Contracting State in which the applicant resides (Hague Convention Art. 9) along with all the elements mentioned in Article 11 of the Convention.

Article 20 of the Convention allows for the recognition and enforcement in Contracting Member States of any judgment rendered by a judicial or administrative authority of the Contracting State of origin if:

- a) the respondent was habitually resident in the State of origin at the time proceedings were instituted;
- b) the respondent has submitted to the jurisdiction either expressly or by defending on the merits of the case without objecting to the jurisdiction at the first available opportunity;
- c) the creditor was habitually resident in the State of origin at the time proceedings were instituted;
- d) the child for whom maintenance was ordered was habitually resident in the State of origin at the time proceedings were instituted, provided that the respondent has lived with the child in that State or has resided in that State and provided support for the child there;

[...]

2) Refusal of recognition

1. - Grounds for refusal

Article 22 provides grounds for refusing recognition and enforcement of a judgment which are identical to those provided in the European Brussels I and Brussels I bis regulations with regard to their scope of application; added to this are the grounds of fraud and failure to appear, and representation of the defendant in the proceedings that gave rise to the judgment. However, the competent authority in the requested State cannot refuse to declare the judgment enforceable or to register it for the purposes of enforcement unless the judgment is manifestly incompatible with the public policy of the State.

2. - Refusal procedure

The applicant and respondent are notified of the declaration or registration or refusal thereof. They may then challenge or appeal it, in fact and in law (Hague Convention, Art. 23(5)). During the appeal proceedings, all the grounds for refusal in Article 22 will be assessed if they are claimed.

Article 24 of the Convention provides for an alternative procedure for an application for recognition and enforcement that differs from the one provided in Article 22 in that it is adversarial.

3. - Relationship to other international instruments

In the interest of maximum efficiency, this convention does not preclude instruments that provide for a more efficient system (Hague Convention, Art. 52) and, in relations between Contracting States, this convention replaces many pre-existing agreements such as the Convention on the Recovery Abroad of Maintenance of 20 June 1956, the Hague Convention of 2 October 1973 and the Hague Convention of 15 April 1958.

b) Where no international agreement exists

1) Jurisprudential conditions for obtaining exequatur

1. - Application of national law

France is a signatory to many bilateral and multilateral conventions on judicial cooperation, which generally contain provisions related to the recognition and enforcement of judgments. However, if there is no international convention, the ordinary law procedure of exequatur must be used to have a foreign judgment recognized in France. Obtaining an exequatur is, in fact, essential to seeking enforcement of a foreign judgment against the property of a debtor located in France.¹

2. - Enforceable judgment

Only a judgment that is enforceable abroad (even provisionally) can be covered by an exequatur in France; however, it is sufficient for the judgment to be legally enforceable in the country of origin, even if actual enforcement cannot take place there.²

3. - Changes in jurisprudence

The conditions for obtaining an exequatur have been laid down over time by courts and, in particular, by the Munzer decision.³ In this decision, the Court of Cassation required five conditions to be met in order for a French court to grant exequatur to a foreign judgment. After this decision, the Court of Cassation, little by little, reduced the number of conditions required. Now, according to the Cornelissen decision,⁴ to grant an exequatur, French courts must ensure that three conditions are met, namely “the indirect jurisdiction of the foreign court, based on the connection of the dispute to the court that was seized, compliance with substantive international public policy and procedure, and absence of fraud.”

2) Refusal of exequatur based on noncompliance with international public policy: American examples

French courts have on many occasions refused to grant exequatur to foreign judgments, particularly on the basis of the foreign judgment’s noncompliance with procedural international public policy.

¹ French Code of Civil Procedure, Art. L. 111-2 and L. 111-3. - Cass. 1st civ., 12 Sept. 2012, No. 11-17.023.

² Cass. 1st civ., 19 Oct. 1977, No. 76-11.163.

³ Cass. 1st civ., 7 Jan. 1964.

⁴ Cass. 1st civ., 20 Feb. 2007, No. 05-14.082.

It is interesting to look at examples of American judgments which clearly show the difference from the French legal system.

1. - Default judgment

In a decision dated 24 January 2002,⁵ the Orléans Court of Appeals refused to grant exequatur to an American default judgment. It held, on one hand, that direct U.S. jurisdiction was unfounded, since the defendant benefitted from the jurisdictional privilege provided in Article 15 of the French Civil Code and had not waived it and, on the other hand, that the defendant's rights had been infringed. The court held that, in the absence of an international agreement binding the United States and France, the mere fact that the defaulting defendant had been duly summoned was not sufficient, since he had not been advised of the consequences of not appearing before the U.S. federal court or of the remedies available that would allow him to challenge the decision. The same solution is frequently adopted in the case of English default judgments.

2. - Lack of statement of reasoning

Likewise, there is the classic solution that consists in asserting that a foreign judgment without a statement of reasoning is contrary to French international public policy. In fact, many Court of Cassation decisions refuse to grant exequatur on the grounds that a foreign decision that does not offer a statement of reasoning is contrary to the French notion of international public policy when no documents are produced that might serve as an equivalent to the missing statement of reasoning and thereby allow the court to ensure that the decision meets the requirements for recognition, particularly regarding respect for public policy.⁶ The Court of Cassation held that foreign judgments in which the exequatur judge found the statement of reasoning to be lacking cannot be supplemented by decisions rendered after the case was referred to the exequatur judge. The problem is not that the decisions produced are interpretive decisions, but that they were handed down after the exequatur judge was seized.⁷

3) Refusal of exequatur based on noncompliance with international public policy: punitive damages

1. - Disproportionate amount

With regard to punitive damages, the Court of Cassation has stated that “although the principle of an award of punitive damages is not, in itself, contrary to public policy, that is not the case when the amount awarded is disproportionate in relation to the harm suffered and the debtor's breaches of contractual obligations.”⁸ It held that foreign judgments awarding punitive damages are of a civil nature and are therefore subject to exequatur; however, it will refuse to grant it if the punitive damages are manifestly disproportional to the harm suffered. Nevertheless, in the Gazprombank decision,⁹ the Court of Cassation upheld the court of appeals, which granted exequatur to Russian judgments ordering the director of a company, apparently of French nationality and residing in

⁵ CA Orléans, commercial and financial chamber, 24 Jan. 2002.

⁶ Cass. 1st civ., 17 May 1978, No. 76-14.843; Cass. 1st civ., 17 Oct. 1972, No. 71-12.616; Cass. 1st civ., 9 Feb. 1994, No. 92-12.704; Cass. 1st civ., 17 Jan. 2006, No. 03-14.483; Cass. 1st civ., 7 Nov. 2012, No. 11-23.871.

⁷ L. Usunier, Régularité internationale des jugements: obligation de motivation: Rev. crit. DIP 2014, p. 898.

⁸ Cass. 1st civ., 1 Dec. 2010, No. 09-13.303.

⁹ Cass. 1st civ., 30 Jan. 2013, No. 11-10.588.

France, to execute an agreement to stand surety for an amount of more than 6 million euros. The court held, in fact, that the disproportionate nature of the surety relative to the underlying assets cannot justify a refusal of recognition insofar as Article L. 341-4 of the French Consumer Code does not constitute international public policy.

B. - ENFORCEMENT OF JUDGMENTS ORDERING THE TRANSFER OF PROPERTY

1. - Financial judgments

The classic example of enforcement of a foreign title is, of course, the practice of seizure based on a foreign title. Enforcement against property is often presented as the “normal enforcement process” but the doctrine generally envisages only the enforcement of financial judgments. Recovery of a financial judgment will take the form of enforcement measures involving movable property, such as seizures of sums of money owed and seizures of tangible or intangible movable property, such as corporate stock, but may also involve the forced sale of real estate.

2. - Award or transfer of property

The difficulty arises when the foreign judgment does not consist of a financial judgment but rather provides for the award or transfer of real estate or corporate stock. Then the issue of the enforcement of a French judgment involving a nonmonetary award arises.

I. Presence of an enforceable instrument

1. - Enforceable instruments

Article L. 111-3 of the enforcement provisions of the French Code of Civil Procedure provides that “enforceable instruments are only: [...] 2) Foreign judgments and arbitral awards that are declared enforceable through a decision that is not subject to an appeal staying enforcement, without prejudice to applicable European Union laws.” Only once a foreign judgment is enforceable in France can it be enforced.

2. - Declaration of enforceability

This rule also applies to foreign judgments related to the transfer of property and, before considering enforcement measures in France, it will be necessary to obtain either a declaration of enforceability or an exequatur (depending on whether or not the dispute has been integrated into the European Union) unless such a declaration is not necessary (as is the case today with the Brussels I bis Regulation).

In practice, once a foreign judgment can be considered an enforceable instrument in France, it will be necessary to consider the possible enforcement mechanisms by analogy with a French legal situation. In fact, French law allows the enforcement of judgments awarding property in many cases.

II. Possible enforcement mechanisms

a) Case of a bilateral promise of sale

1. - Enforcement of the promise

In the case of a mutual promise of sale, for example, when one of the two contracting parties refuses to uphold the commitment, the victim contracting party has the option of demanding enforcement of the promise. Article 1221 of the French Civil Code provides that:

The creditor of an obligation may, after formal notice, seek specific performance unless such enforcement is impossible or the cost for the debtor is manifestly disproportional to the interest for the creditor.

The law abandoned the distinction between obligations to do, not to do, and to give, and in principle established the possibility of obtaining enforcement in the form of specific performance of a non-performed obligation (C. François, *Présentation des articles 1221 à 1222 de la nouvelle sous-section 2 “L’exécution forcée en nature”*: La réforme du droit des contrats presented by the Institut d’Etudes Judiciaires of the University of Paris 1).

2. - Recognition of the sale

When the co-contracting party decides to seek enforcement, this involves having the sale recognized by the court.

3. - Substitution of a judgment for a title

Jurisprudence today very clearly accepts that a court judgment may replace a missing title. If the mutual promise is related to real property, the co-contracting party that obtained a decision recognizing the sale may have this decision published by the land registry office so that it is enforceable against third parties.¹⁰ Article 710-1 of the French Civil Code allows the publication of an instrument in the form of a court judgment. Such a publication is made obligatory by Article 28 of Decree No. 55-22 of 4 January 1955.

4. - Publication requirements

According to Article 28 of Decree No. 55-22 of 4 January 1955:

The following must be published at the office responsible for land registry publications regarding the status of buildings:

1. All deeds, even with a condition precedent, and all court judgments relating to or establishing inter vivos:

a) Transfer or creation of real rights other than liens and mortgages, which are kept according to the methods provided in the Civil Code [...]

¹⁰ Cass. req., 18 March 1912, Cass. 3rd civ., 20 Dec. 1994, No. 92-20.878.

5. - Authenticity

Under Article 28, the instrument to be published must be authentic. The advantage of judgments is that they have an authentic character in themselves, applicable to any court decision that has become final.

b) Case of judgments of divorce

1. - Compensatory allowance

In other situations, for example in the case of divorce, the judge may grant one of the spouses a compensatory allowance, which may be paid through an award of property. Article 247 of the French Civil Code, which provides for this situation, specifies that the judgment of divorce performs a “forced assignment in favor of the creditor.”

2. - Publication

Such an abandonment of real estate for a compensatory allowance must be published in the land register. When a judgment of divorce awarding property as a compensatory allowance includes the necessary statements, it can be published directly in the land register. In fact, Article 1080 of the French Code of Civil Procedure provides that:

When property or rights are awarded as a compensatory allowance under Article 274(2) of the French Civil Code, the court-approved settlement or judgment of divorce shall specify the value of the property or rights.

When such property or rights are subject to publication in the land register, it further specifies the information necessary for publication of the property title in the forms provided for in Decree No. 55-22 of 4 January 1955 reforming land registration.

3. - Notarial instrument

However, if the judgment of divorce does not contain the information necessary for it to be published in the land register, the abandonment of the debtor’s share must be drawn up in a notarial instrument. It is necessary to refer to a notary, who will draw up a certificate of filing of the judgment that contains the necessary information before publishing it. A notary who draws up a certificate so that real estate may be transferred as a compensatory allowance does not have to wait for the debtor’s consent or get the debtor’s signature. In fact, the Court of Cassation specified that the abandonment in favor of the creditor takes place immediately after the judgment of divorce awarding the property is issued. Therefore, once the abandonment has been realized by the judgment of divorce, the creditor may demand that a certificate allowing publication in the land register be drawn up.

III. Formalities of enforcement

1. - Exequatur

Thus, if there is a foreign judgment awarding property, an exequatur of the judgment should be obtained in order for the judgment to be enforced in France. In matters of divorce, Regulation (EC) 4/2009 on maintenance obligations will apply. In the case of a judgment issued by a Member State of the European Union on a civil or commercial matter, the situation is simplified by the

Brussels I bis regulation. All the pursuing creditor needs to do is send the competent authority responsible for enforcement a copy of the judgment that meets the conditions necessary to establish its authenticity along with a certificate issued by the court of origin attesting that the judgment is enforceable in accordance with Article 42 of this Regulation.

2. - Real estate

If the foreign judgment grants real property, then, once the exequatur or declaration of enforceability is obtained, the judgment must be published by the land registry office.

3. - Intangible personal property

If the foreign judgment relates to intangible personal property, such as securities, the procedure to be followed is similar, but the publication formalities must be adjusted and carried out by the clerk of the trade and companies register.

4. - Similarity to French law

Consequently, the formalities to be completed in order to enforce a foreign or European judgment ordering the transfer of property are, in reality, identical to the formalities that exist under French law, except for the need to obtain an exequatur or a declaration of enforceability, which are never required for a French judgment. It is therefore necessary to look at the situation from a French legal perspective in order to determine which tools are available and which procedures must be followed, and then apply them to the international situation in question.