

Breaking the Service Deadlock: The 2026 Hong Kong – Mainland Arrangement on Mutual Service of Judicial Documents

Author: Edward LIU

I. The long-standing procedural choke point

For years, litigators and in-house counsel managing Hong Kong–Mainland disputes shared the same frustration: a case could not move because service could not be proved.

Since 1999, mutual service of judicial documents in civil and commercial proceedings between the Mainland and Hong Kong has been governed by a single-channel regime under the Arrangement for Mutual Service of Judicial Documents in Civil and Commercial Proceedings between the Mainland and Hong Kong Courts (the “**1999 Arrangement**”). That framework was implemented locally in Hong Kong through Order 11, rule 5A of the Rules of the High Court and the mirror provision in the Rules of the District Court.

The intention was sound, i.e. to replace the pre-1997 Hague Convention route with a bilateral, state-to-special-administrative-region mechanism under Article 95 of the Basic Law. In practice, however, the system had become procedurally brittle.

Between 1999 and 2024, annual requests for service swelled from 359 to 2,388, yet success rates remained below 50% on both sides: 45.8 % for Hong Kong, 49.1 % for the Chinese Mainland (figures drawn from the Supreme People’s Court’s statistics cited in the Department of Justice’s LegCo brief, LC Paper No. CB(3) 335/2026(05), April 2026). In many Hong Kong proceedings the inability to prove service in the Chinese Mainland functioned as a de facto stay: no service, no jurisdiction, no progress.

Common reasons for failed service were depressingly mundane: unclear Mainland addresses, defendants who had moved, or incomplete translations. But procedural rigidity was the deeper culprit: the 1999 Arrangement allowed only one method, i.e. mutual judicial entrustment. There was no explicit accommodation for postal, electronic, or substituted service.

Hong Kong case law, most notably *Deutsche Bank AG v Zhang Hong Li* [2016] 3 HKLRD 303, confirmed the mandatory nature of the mutual-entrustment channel. The Court in *Amadeus Investment Ltd v Lin Kao Kun* [2019] HKCFI 797 further held that parties could not contract out of it through “deemed-service” clauses. And after *Su Xin v Qian Xiaochun* [2022] HKDC 156, even attempts to seek substituted service by public announcement in the Chinese Mainland were rebuffed because the 1999 Arrangement contained no express clause allowing it — a gap the Supreme People’s Court (the “**SPC**”) itself had acknowledged needed inter-court consultation back in 2014.

The consequence was deep inefficiency: Hong Kong writs languished unserved for over a year, cross-border creditors lost enforcement windows, and courts were stuck in procedural limbo.

II. The 2026 New Arrangement — a long overdue fix

On 20 April 2026, Secretary for Justice Paul Lam SC and SPC Vice President Mao Zhonghua signed the Arrangement on Mutual Service of Judicial Documents in Civil and Commercial Proceedings between the Mainland and the HKSAR (the “**2026 Arrangement**”) in Beijing. The reform directly answers the legal community’s decade-long call for more modes, more flexibility, and more efficiency.

1. Expanded modes of service

Under Article 3, service may now be effected by:

- (1) Mutual entrustment by courts (retained and enhanced);
- (2) Postal service;
- (3) Electronic service;
- (4) Service by authorised persons (i.e. law firms / notarisational institutions); and
- (5) If all else fails, service by public announcement.

All of these can even be undertaken in parallel, and the earliest successful service date prevails. This is revolutionary compared with the single-file 1999 model.

In practical litigation management, this means a Hong Kong plaintiff may simultaneously:

- (a) entrust the Mainland court through the Registrar of the High Court;
- (b) (with the Court's leave) dispatch copies by post and email to the defendant's known contacts; and
- (c) engage a local authorised law firm in the Mainland to serve personally.

If none succeeds, service by public announcement, which is newly legitimized, becomes possible via approved high-reach media such as chinacourt.org or rmfygg.court.gov.cn. Service is deemed effected 60 days after publication.

2. Electronic transformation of court-to-court service

Electronic transmission between courts is now formally recognised (Art. 5). Judicial documents sent electronically have the same effect as originals. Coupled with the SPC's plan to allow selected Intermediate People's Courts and Primary People's Courts to communicate directly with the Hong Kong High Court (Art. 4), this drastically shortens the multi-layer chain that previously added months to every request. The entrusted court must now report completion or failure within 14 working days (Art. 10).

3. Direct service through authorised persons

A new pragmatic channel (Art. 15):

(a) For Mainland → Hong Kong, a Mainland court may authorise service by Hong Kong law firms or registered foreign law firms.

(b) For Hong Kong → Mainland, service may be carried out through Mainland law firms or notarisation institutions.

Service is valid upon signature on a proof of service, creating a professionally reliable and auditable route.

4. Clear safeguards and local oversight

While expanding flexibility, the Arrangement keeps judicial control intact:

(a) Hong Kong leave requirements remain: Order 11's "good arguable case" test still applies before any service out of jurisdiction.

(b) Receipt-based validity: service only counts once the recipient acknowledges receipt (signature, postal receipt, system acknowledgement, or demonstrated awareness).

(c) Prevention of abuse: Mainland parties cannot serve Hong Kong defendants directly without court approval; Hong Kong parties must still present a leave order when using alternative modes.

Together, these safeguards preserve procedural fairness while avoiding the paralysis the old framework created.

III. Comparative snapshot – 1999 vs 2026

Feature	1999 Arrangement	2026 Arrangement
---------	------------------	------------------

Feature	1999 Arrangement	2026 Arrangement
Scope	Entrustment between “Mainland and Hong Kong Courts.”	Applies generally between “the Mainland and HKSAR,” not confined to courts.
Modes of service	Single route: entrustment via High People’s Courts ↔ High Court of HK.	Five modes: mutual entrustment, postal, electronic, authorised-person, public announcement.
Electronic transmission	Not provided.	Judicial documents may be transmitted electronically with equal effect (<i>Art. 5</i>).
Authorized service	—	Direct service by law firms/notarisation institutions permitted (<i>Art. 15</i>).
Public announcement	Absent; practically unavailable for HK → Mainland service.	Allowed after exhaustion of other modes; deemed served after 60 days (<i>Art. 17</i>).
Efficiency measures	Sequential transmission; no deadlines.	Intermediate/primary courts authorised; 14-day feedback deadline; electronic channels.
Proof of service	Certificates by entrusted court.	Wider evidential bases: signature, electronic receipt, conduct confirming awareness (<i>Art. 16</i>).

IV. Why this matters — and how it changes practice

1. Unblocking dormant cases

The most immediate benefit is to litigation efficiency. Countless Hong Kong cases have stalled for want of service confirmation. With the parallel multi-mode regime, plaintiffs will be able to demonstrate service or constructive service within weeks instead of years. The bottleneck that once froze proceedings will finally clear.

2. Evidence and enforcement synergy

The 2026 Arrangement forms the latest addition to the network of mutual legal assistance mechanisms between Hong Kong and the Chinese Mainland. Together with the 2016 Arrangement on Mutual Taking of Evidence in Civil and Commercial Matters and the 2023 Arrangement on Reciprocal Recognition and Enforcement of Judgments in Civil and Commercial Matters (effective 2024), it completes a coherent procedural framework covering the principal stages of cross-boundary litigation.

These three arrangements collectively establish a continuum of judicial cooperation: from the taking of evidence, to service of judicial documents, and finally to the recognition and enforcement of judgments. This integrated framework enhances procedural efficiency, reduces duplication, and provides litigants with a clearer and more reliable pathway for civil and commercial dispute resolution across the two jurisdictions.

and investors a full procedural continuum from service → interim relief → enforcement.

3. Re-balancing risk and cost

The possibility of direct service through authorised persons puts practical control back into parties' hands. Clients no longer face six-month delays merely waiting for administrative routing. For large commercial disputes, the ability to use experienced Mainland counsel for personal service is a genuine efficiency gain.

4. Standardisation under digitalisation

Both sides envision shared electronic templates and real-time acknowledgement tracking. For large institutions running multiple concurrent service requests across the region, this could markedly reduce procedural risk, harmonise internal workflows and improve data compliance.

V. Implementation roadmap

The new Arrangement will not take effect until Hong Kong completes the necessary subsidiary legislative amendments to the *Rules of the High Court* (Cap. 4A) and the *Rules of the District Court* (Cap. 336H). These amendments are subject to negative vetting in the Legislative Council, expected in the fourth quarter of 2026.

Once both jurisdictions issue their commencement notices, the 1999 Arrangement will be repealed.

Lawyers should already prepare by:

- (a) Reviewing ongoing cases stalled for unsuccessful service into the Mainland — these can be reactivated under the new regime once in force.
- (b) Updating template service affidavits and practice directions to incorporate the additional modes and proof requirements.
- (c) Training cross-border teams on electronic and authorised-person procedures.
- (d) Advising clients to include contractual acknowledgment of electronic service within transaction documents.

VI. Concluding thoughts

The 2026 Arrangement represents a significant milestone in the continuing evolution of cross-boundary judicial cooperation between Hong Kong and the Mainland. The 1999 Arrangement served its purpose for a quarter of a century but is no longer aligned with the scale and pace of modern litigation practice.

By introducing multiple modes of service and enabling electronic and direct communication between courts, the new framework replaces procedural rigidity with a more efficient and technology-driven system. It preserves the safeguards of due process while providing courts and litigants with the practical tools needed for timely and effective case management across jurisdictions.

When implemented later this year, the 2026 Arrangement should substantially reduce service-related delays and enhance the overall reliability of cross-boundary civil and commercial proceedings. The

familiar refrain — “*service hasn’t come back from the Mainland*” — should finally disappear from the Hong Kong litigation lawyers lexicon.

2026-05-07