



Mexico City, June 11, 2025

## **Adhesion contracts and the right of access to justice**

**On June 6, 2025, case law 1a./J. 93/2025 (11a.), issued by the First Chamber of the Supreme Court of Justice of the Nation, was published in the Judicial Weekly of the Federation, whereby it was determined that the clauses of express submission to foreign jurisdiction contained in contracts of adhesion of companies that provide their services in Mexico through Internet pages violate the right of access to justice, when they impose to exclusively resort to the courts of another country to resolve controversies derived from the service.**

### **Background of the case**

An individual filed an ordinary civil lawsuit against a foreign company that provides its services through a web page. When answering the lawsuit, the company argued that since he had accepted its "terms and conditions", only foreign courts had jurisdiction. Both the Civil Chamber and the Collegiate Court ruled that the foreign court was indeed competent to hear the dispute. The individual then filed an appeal for review.

### **Legal criterion**

The First Chamber of the Supreme Court of Justice of the Nation ruled that this type of clauses, being part of an adhesion contract -where the user has no real bargaining power- violate the right of access to justice of the users, when the users can only resort to foreign courts.

### **Justification and effects**

The First Chamber considered that, although Articles 149 and 151 of the Code of Civil Procedures for the Federal District (now Mexico City) allow extending the territorial jurisdiction, this is considering the interest of the parties and to facilitate their defense.

On the other hand, in adhesion contracts for the provision of services by a company through its website, the fact that by simply accessing and using the website the user accepts the jurisdiction of another country, violates the right of access to justice, because this implies that regardless of the place where the user is located, the user must go to foreign courts to resolve disputes of the services provided, assuming the expenses generated by this, among other factors.

This jurisprudence was approved in private session on May 28, 2025 and becomes effective as of Monday, June 9, 2025, according to the ninth point of the Plenary General Agreement 1/2021.

At ECIJA Mexico we are at the disposal of national and international companies to review their form of contracting and terms and conditions, in order to ensure their compliance with the Mexican regulatory framework, avoiding legal risks in their operations.

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