IN-DEPTH

Complex Commercial Litigation

MEXICO



LEXOLOGY

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Contributing Editors

Elizabeth Papez, **Aly Cox**, **Jesse Schupack**, **Elizabeth Penava** and **Madeline Sowalskie**

Gibson, Dunn & Crutcher LLP

In-Depth: Complex Commercial Litigation (formerly The Complex Commercial Litigation Law Review) is a useful global overview of the core principles and recent developments concerning the fundamental legal issues likely to feature in complex commercial disputes, wherever they may arise. It examines key topics including contract formation and modification; contract interpretation; breach of contract; defences to enforcement; fraud and misrepresentation; dispute resolution; remedies; and much more.

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Mexico

Javier Curiel Obscura, **Vicente Cuairan Chavarria** and **Ernesto Palacios Juarez**

Creel García-Cuéllar Aiza y Enriquez SC

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Introduction

In Mexico, commercial transactions and agreements are regulated by the federal Commercial Code. Civil law is only used to resolve deficiencies in commercial regulation. Commercial disputes are resolved more quickly pursuant to the rules of commercial procedure. These rules are constantly analysed and interpreted by the federal courts and the Supreme Court of Justice, providing local and foreign merchants and investors with greater certainty when carrying out commercial transactions.

Applicable law provides various types of proceedings for resolving commercial disputes. These include ordinary, executive, and special trials, either verbally or in writing, and heard before federal or local courts or through arbitration proceedings, depending on parties' preference. There are also various alternative dispute resolution methods through which parties can settle their differences without going to court.

Therefore, it is essential to identify the applicable general principles and common features relating to the formation of commercial contracts, their rules of interpretation, and the legal actions, defences and remedies to enforce them.

Year in review

In June 2025, the first election to renew of federal judges, as well as some local judiciaries, was held following the constitutional reform voted in September 2024, which introduced structural changes to the federal judicial power.

During this inaugural process, all nine Supreme Court justices, half of the circuit magistrates and federal judges of the Federal Judiciary, and several local state judges were elected. These officials took office on 1 September 2025.

From September 2025 onwards, it will be important to monitor the implementation of this judicial reform at both the federal and state levels, as it will impact commercial litigation at all levels, including the final instance of a commercial dispute, which is the *amparo directo* resolved by a Collegiate Circuit Court (part of the Federal Judiciary).

Contract formation

Mexican commercial law does not define 'commercial contract' or 'commercial obligation', nor does it explain the requirements for their formation. However, these provisions can be found in civil law.

Under the Federal Civil Code, the two essential elements for forming any contract are the parties' consent and the purpose of the contract. Certain solemn formalities must also be followed when required by law. If any of these elements is missing, the contract will be deemed non-existent and thus unenforceable.

A contract may be invalidated if any of the following is missing:

1. capacity of the parties;
2. absence of vices of consent;
3. a valid subject matter; and
4. the contract's form, if required by law.

Along with the capacity of the parties to enter into a contract, the first essential element for the existence or modification of a contract is the consent of the parties. For consent to be perfected, 'offer and acceptance' must be present. An offer implies a unilateral proposal from one party that, if accepted in its terms, constitutes a contract. If the acceptance modifies the offer's original terms, a new offer is created that must be accepted on those new terms for the contract to be formed.

There are two ways to accept an offer: expressly (through a verbal or written statement) or implicitly (through performance). The parties may also stipulate that express acceptance is a condition for the contract to be enforceable.

Consent must be valid and genuinely intended, absent of any vices. Following civil law theory, a contract is formed only through the valid consent of the parties. This means that consent is ineffective if impaired by any legally recognised 'vices of consent', such as error, fraud, duress, or unconscionable bargain.

The second essential element is that the contract's subject matter must always be valid, meaning that the rights and obligations therein, as well as the goods or services involved, must be legal, possible, and merchantable.

As for the contract’s formalities, as long as there is consent and the subject matter is legal, contracts may be agreed upon verbally or in writing. However, certain types of contracts must be in writing, such as those involving the acquisition or transfer of real estate rights, donations, or settlements, when the value or consideration exceeds a certain amount. Other examples include promissory agreements, powers of attorney, security agreements (e.g., mortgages, pledges, securities and trust agreements), construction, lease or services agreements, associations, partnership or shareholder agreements, and adhesion contracts.

Because of the amount of consideration involved, certain contracts should be executed before a notary public and then formally filed before the applicable public registries.

In Mexico, as in most Latin American countries, the notary public is of significant importance in our legal system. They are licensed attorneys and appointed officials who can officially attest to facts occurring in their presence or certify documents or authenticate signatures.

A notary's duty is to fully identify the parties, certify their authority and capacity, and verify the legal validity of the act itself. Therefore, there is a legal presumption that a contract executed before a notary public is valid. However, despite the notary's certification, the parties must always comply with the contract's legal requirements for it to be valid.

Commercial legislation also establishes *corredores públicos*, who have most of the powers and perform most of the functions of a notary public, although limited to commercial matters.

If the above-mentioned requirements are met, the parties may agree to almost any obligation, as well as on its assignment or termination.

Regarding obligations or covenants agreed upon in contracts, Mexican law allows the contracting parties to condition their enforcement or termination. Contracts may include conditions precedent or suspensive conditions, meaning an agreed-upon obligation (or covenant) will only arise when the condition occurs. The occurrence of subsequent or resolutory conditions will terminate an obligation (or covenant), returning things to their former state as if the contract never existed.

Contract interpretation

Rules for the interpretation of contracts are contemplated by civil law: the Federal Civil Code. These rules, as listed below, are implicit in all commercial obligations and should be observed when interpreting any contract:

1. if the terms of a contract are clear and leave no doubt about the intention of the contracting parties, the literal meaning will prevail;
2. if the words appear contrary to the evident intention of the parties, the latter shall prevail over the wording;
3. notwithstanding the generality of the terms of a contract, it is not to be comprehended therein different things or cases from those on which the parties intended to contract;
4. if a clause has several meanings, the proper interpretation must be the most suitable to fulfil the contract's purpose;
5. the contract's clauses must be interpreted as a whole in connection with the other clauses therein, giving an overall meaning to the group of clauses, some of which may be unclear;
6. words that have different meanings will be understood to refer to the meaning that is most in accordance with the contract's nature and purpose; and
7. customs and usage can be considered to interpret the ambiguities therein.

The contract shall be interpreted in favour of the lower transmission of rights when:

1. the rules above are insufficient to interpret the true meaning of a provision in a contract;
2. a provision refers to accidental or secondary circumstances of a contract; and
3. there is no legal consideration.

If the contract has consideration, the interpretation should be in favour of the greater reciprocity between the contracting parties.

If the main purpose of the contract is unclear, so that the intention of the contracting parties cannot be known, the contract will be null and void.

The rules above should be interpreted hermeneutically and can be summarised into three main categories:

1. the literality of the clauses;
2. the intention of the contracting parties; and
3. the effects that the contract may produce.

Accordingly, it can be concluded that, under Mexican law, contract interpretation is more literal than in common (case) law; therefore, attention must be devoted primarily to the language contained in the agreements to evidence the true intention of the contracting parties.

Notwithstanding the importance of the literal meaning of the wording, when in doubt, a contract should always be interpreted as a whole to identify its true purpose. On the basis of the above rules of interpretation, if the words of a contract seem contrary to the evident intention of the contracting parties, the latter will prevail over them. Furthermore, the nature of a contract will always depend not on the title or name given to the agreement, which may be inaccurate or mistaken, but on the facts and acts consented by the parties therein.

Another example of the importance of the intentional element is the relevance of the parties' conduct before, during its execution and while performing the obligations thereunder. With such conduct, the courts can analyse and deduce the parties' true intention. For instance, when the parties execute a series of acts in a regular way, or when executed by a single party, there is an express or tacit acceptance by the other. Such behaviour indicates the true intention of the parties regarding the scope they wanted to give to the agreement.

Dispute resolution

Mexican commercial law has a complex system for the resolution of disputes regarding disagreements that derive from acts of commerce and responsibilities derived from commercial contracts. The Commerce Code allows commercial disputes to be filed before Mexican courts – in both federal or local courts – or to be decided through arbitration proceedings to the extent the relevant parties submit their controversy thereto.

The Commerce Code establishes the general rules that regulate commercial proceedings; however, the involved parties may agree on the procedure to be followed for the resolution of a controversy since they can agree on conventional proceedings.

Legal proceedings

There are various types of proceedings to solve commercial disputes, including ordinary, executive and special proceedings. Ordinary oral commercial proceedings are the most common and, as a rule, apply to almost all disputes arising from commercial contracts.

The Commerce Code regulates commercial executive proceedings – oral or in writing – where the cause of action must be based on an executory instrument (i.e., a legal

document that underlines an immediate enforcement action), which translates into the possibility that the judge, when admitting the claim, can issue an *exequendo* order, allowing the seizure or attachment of property at the commencement of the procedure to guarantee the payment of the amounts claimed in the lawsuit.[1] These proceedings are characterised by shorter terms than those of ordinary proceedings. Additionally, the defendant's defences and exceptions are limited to those specified by law.[2]

Written and oral commercial proceedings

Although commercial legislation in Mexico does not stipulate a minimum amount for initiating a commercial dispute, the amount in controversy does determine whether the judgment is subject to appeal and the applicable type of executive proceedings. As of 26 January 2020, all ordinary commercial disputes are processed through oral commercial proceedings, regardless of the amount. Therefore, the Mexican legal system has evolved into an oral justice system for ordinary proceedings.

Oral commercial proceedings generally apply to disputes where a certain amount is claimed. In contrast, ordinary (written) proceedings apply to disputes where the relief claimed is not quantified, and if applicable, the quantum of compensation will be subject to special ancillary proceedings during the enforcement stage of the judgment.

Executive proceedings are generally processed in writing, except when the principal amount claimed falls between 890,462.99 Mexican pesos (the threshold set for appealable cases in 2024) and under 4 million Mexican pesos. In these cases, they are processed orally.

Certain actions in ordinary and executive oral proceedings must be carried out in writing (i.e., the lawsuit and the statement of defence), while others must be carried out orally (i.e., the offering of evidence and the formulation of pleadings), looking for speed and efficiency.

Arbitral proceedings

Mexican commercial law provides that parties may enter into arbitration agreements, submitting to arbitration all or certain disputes that may arise between them from a certain legal, contractual or non-contractual relationship. To regulate the arbitration procedure, the Commerce Code establishes certain rules; however, the parties are free to determine the applicable procedure.

Mercantile legislation provides certain judicial proceedings to enforce or support the effectiveness of arbitral awards (i.e., proceedings for the recognition and enforcement of arbitral awards), as well as the possibility for Mexican courts to declare the nullity of arbitration awards under certain specific assumptions.

Alternative dispute resolution proceedings

In addition to the proceedings described above, the Constitution mandates that legislators should provide alternative dispute resolution mechanisms allowing for mediation. In Mexico City, according to the Alternative Justice Law, judges are obliged to inform the parties about the alternative option of mediation, which will only proceed if mutually agreed by the parties. The parties may execute out-of-court settlement agreements resulting from

mediation proceedings, which, pursuant to the applicable local alternative justice laws, have the effectiveness of a final and conclusive judgment (*res judicata*).

The Federal Consumer Protection Law provides legal mechanisms through which the Consumer Protection Agency (PROFECO) can initiate conciliatory proceedings to solve controversies between consumers and suppliers of goods or services, which, if not solved by an agreement between the parties, culminates with the issuance of an opinion that constitutes an executory instrument in favour of the consumer. When designated by the parties, PROFECO may act as arbitrator and solve controversies of this nature.

The Federal Consumer Protection Law grants similar prerogatives to the National Protection and Defence for Users of Financial Services Commission, so that it can initiate conciliatory or arbitration proceedings to solve disputes between financial institutions and their users.

Extension of jurisdiction

In the event of any controversy or need for interpretation, parties may waive the jurisdiction that the law grants them, having the right to submit themselves to any other jurisdiction of their choice, provided that the proper legal requirements are met.[3] This means that the parties appoint as competent courts those of the domicile of any of the parties, the place of performance of the obligations or the location of the goods subject to the dispute.

Breach of contract claims

Federal civil law regulates the fulfilment of contractual obligations, as there is no special commercial regulation on this matter; therefore, the breach of contractual obligations must be analysed pursuant to the Federal Civil Code.

Breach of contractual obligations

Federal courts have established that contracts are governed by the principle of *pacta sunt servanda*, according to which the contracts legally celebrated must be faithfully fulfilled.[4] The breach of contractual obligations creates civil liability, which comprises the obligation of the non-performing party to compensate its counterparty for the damage and lost profits caused by having breached the contractual obligation.[5] Additionally, civil legislation establishes specific rules for cases in which contractual obligations are breached, based on the distinction between obligations to do, not to do or give something.

In the case of obligations to do something, if the person responsible to perform fails to do so, their counterparty has the right to request the specific performance, having the possibility of requesting that, at the expense of the non-performing party, another person executes the obligation when such substitution is possible. If the obligation is not performed under the agreed terms, the performing party can request the party at breach to 'undo' it. The obligations are enforceable at the expiry of the agreed term. In the absence of a specific term, performance must be made when required by the creditor.

Regarding obligations not to do something, if the person obliged to abstain from carrying out certain conduct fails to comply with the obligation, that mere contravention will generate an obligation to compensate the damage and lost profits caused to the counterparty.

In the case of obligations to give something, if the person who is obliged to give or deliver certain goods breaches the obligation, the counterparty has the right to claim the return of those goods or their value, in addition to the compensation for the caused damages and lost profits. The obligations are enforceable once the agreed term is met. If a deadline is not agreed, the creditor may only file a claim after 30 days of a payment request (either judicially or extrajudicially through a notary public or before two witnesses).

Although Mexican legislation does not establish specific means of evidence to demonstrate compliance or breach of obligations, judicial precedents have established that the affected party must only demonstrate the existence of a valid contract, meaning that the contract complies with all the applicable legal requirements; however, the party at breach must prove compliance with their obligations or the existence of a justified cause for their non-compliance that exempts him or her from liability.[6]

Damages and lost profits

The breach of contract generates the obligation of the breaching party to pay its counterparty the damages and lost profits actually caused in connection thereto.

Civil legislation defines 'damage' as the loss or impairment suffered in one's patrimony because of the obligation's lack of fulfilment, and 'lost profits' as the deprivation of any legal future earnings that would have been obtained had the obligation been fulfilled.

Constitutive elements of contractual liability

Mexican doctrine considers that, to demonstrate the constitutive elements of contractual responsibility, it is necessary to prove:

1. the existence of a contractual obligation;
2. the breach of the obligation; and
3. that the caused damage is the direct and immediate consequence of the breach.[7]

These elements may be proved through any of the evidential means provided by law, *inter alia*, private or public documents, confessions, testimonies, expert evidence, legal presumptions and presumptions of fact.

Mexican law grants the affected party the possibility to claim damages and lost profits either in a determined way (i.e., claiming a specific amount as compensation) or in an indeterminate way (i.e., where the quantum of compensation will be subject to special ancillary proceedings during the enforcement of judgment stage).

Exemptions for contractual breach

Civil legislation establishes certain rules according to which a party may be released from its contractual obligations without generating contractual responsibility. Such is the case of acts of God (fortuitous case or *force majeure*).

Disputes arising from breach of lease agreements

Traditionally, under Mexican law, disputes arising from breaches of real estate lease agreements were resolved in civil proceedings, as such contracts were considered to be eminently civil in nature. This criterion was predominant in Mexican courts for decades.[8]

However, the First Chamber of the Supreme Court of Justice ruled[9] that if the purpose of the real estate lease is its commercial speculation, then it constitutes a commercial act. Therefore it is possible to file a commercial lawsuit, setting aside the aforementioned criterion. This precedent is a milestone in the field of commercial agreements and their judicial enforcement. Among other reasons, it is significant because it allows merchants to access the appropriate judicial proceeding to solve disputes arising from commercial real estate leases – criterion that could later be applied to other acts traditionally considered civil in nature when there is commercial speculation by the contracting parties, evidencing the importance of judicial precedents in providing a wider, updated interpretation of applicable laws.

Recently, however, this precedent has raised practical challenges. Judges often debate the proper jurisdiction when a claim is filed and sometimes dismiss actions because the contractual nature of the lease is open to interpretation under either civil or commercial law.

Defences to enforcement

One of the most common methods to avoid enforcement of contractual obligations is through defences related to missing essential or validity elements of a contract. For instance, the purpose of a contract cannot violate the law or public policy; otherwise, the contract is unenforceable because of its illegal object.

It is possible to avoid enforcement of a contractual obligation under the frustration of purpose theory. Mexican law defines the purpose of a contract as the main reason a party enters into it; thus, frustration of purpose occurs when an unforeseen event prevents the purpose from being achieved.

Nonetheless, Mexican courts often require the parties' main purpose for entering a contract to be declared in the contract itself or the party seeking this defence to provide irrefutable evidence of the purpose, which may be difficult to prove.

Although common law countries have adopted the doctrine of impracticability, Mexico has not yet fully adopted it. Historically, Mexican courts have determined that the Federal Civil Code only adopts the *pacta sunt servanda* principle, which, as the courts have interpreted, means that contracts must be sustained, even when there is an occurrence that makes its performance extremely difficult or burdensome for one of the parties.[10]

As a result of the 2011 amendment to Article 1 of the Constitution, a new legal interpretation model was introduced into Mexico's legal system. It changed from a strictly formal and rigorist legal system into a deontological one in which the most important goal is the effective protection of human rights and individuals.[11]

Consequently, human rights have become the centrepiece of the Mexican legal system. For example, the Supreme Court has interpreted that the interest rate established by the parties in a credit agreement is limited by Article 21.3 of the American Convention on Human Rights, which prohibits usury.[12] On the basis of those precedents, defences of human rights violations are common in Mexico in civil and commercial contractual controversies.

Regarding statutes of limitations, commerce law provides different periods depending on the subject matter and type of the claim, from one to 10 years. Under Article 1048 of the Commerce Code, when no statute of limitations period is established by law, the general period of 10 years will apply.

Mercantile law does not include a statute of limitations period for claims related to missing essential or validity elements of a contract or contractual breaches or claims; instead, those statute of limitations periods are established in the Federal Civil Code. For instance, the period for claims regarding a contract entered into under duress is six months from the date the duress stopped.

Fraud, misrepresentation and other claims

Additionally, there are other claims based on the tortious conduct surrounding commercial relationships before entering into a contract. For instance, pursuant to Article 1815 of the Federal Civil Code, a contract would be deemed invalid and unenforceable if one of the parties uses false pretences and deception to induce the other party to enter into a contract.

The fraudulent inducement must be directly related to the affected party's purpose to execute the contract; otherwise, it will not result in an invalid contract. In other words, to establish a claim of fraudulent inducement, the victim must prove that he or she would not have entered into the contract had he or she known the truth.

In addition to fraudulent inducement, the above-mentioned provision includes fraudulent concealment as a cause to invalidate a contract. Mexican law defines 'fraudulent concealment' as the deliberate hiding of a material fact or circumstance to deceive the other party into entering a contract. It also requires the concealing party to be aware of the other party's lack of belief in or unawareness of the hidden material fact for the contract to be invalidated.

In addition to the latter, the implied covenant of good faith and fair dealing is recognised in Article 1796 of the Federal Civil Code, which provides that the parties entering into a contract must act in good faith and deal with each other honestly and fairly during its performance. Given the nature of the covenant of good faith and fair dealing, most claims arising from this principle are claims to enforce a contract or to prevent one of the parties from using a rigorist or technical interpretation thereto to refuse to perform their obligations. The covenant of good faith and fair dealing is also recognised as an

interpretative rule that both the parties and the courts must consider when executing or enforcing a contract.

Remedies

Mexican legislation on contractual matters establishes extensive regulation to safeguard the rights of the parties in such a way that, in the event of a breach, they have at their disposal a series of legal means to ensure the enforcement of the contractual obligation.

Applicable doctrine and legislation provide the parties certain rights and remedies to ensure the fulfilment of a contractual obligation or, at least, to seek compensation. Those rights and remedies are regulated through the following legal fundamentals.[13]

Pactum commissorium

This principle is implied in all reciprocal obligations. It provides that the party that fulfilled its obligation is entitled to claim from the other either the specific performance or the termination of the contract, and, in both cases, the payment of the caused damages and lost profits. Federal courts have considered that judicial intervention is necessary to enforce this principle.

Exceptio non adimpleti contractus

In the event of breach of contract, the affected party has the right to refuse to comply or perform their obligations thereunder.

Mexican doctrine considers that the exercise of this exception does not attack the validity of contractual obligation because it only produces the deferral of its compliance. Once the breaching party has performed their obligation, this defence will no longer be valid and, consequently, the former breaching party may demand immediate performance.[14]

Right to retain

Mexican legislation allows the creditor who holds a debtor's asset to refuse its delivery until the debtor complies with their obligations relating to the delivery of the property.[15]

This has similar characteristics to the *exceptio non adimpleti contractus* because it tends to protect the fulfilment of contractual obligations, granting the affected party the ability to refuse to comply with its correspondent obligations – in this case, the delivery of a good.

Theory of risks

In contracts that establish reciprocal obligations to give something, it is possible to determine which party will assume the risk of loss if one of them cannot comply with its obligations because of fortuitous events or *force majeure*.

Indemnity by dispossession by due process of law

Legislation regulates the right of the acquirer of a property to be compensated if a third party deprives him or her thereof by means of an enforceable judgment, claiming to have a better and prior right.

For compensation to proceed, it must be a transferring domain agreement where:

1. the right of the third party arose prior to the acquisition of the property;
2. the acquirer is totally or partially deprived of the property; and
3. the reason of the deprivation of the property is based on an enforceable judgment.

Indemnity by hidden defects by due process of law

Certain legal provisions grant the acquirer of a property the right to claim compensation if the property has hidden defects. To enforce those rights and remedies, the parties can initiate proceedings before Mexican courts, arbitral courts or through any other alternative dispute resolution mechanism.

Conventional penalty

Mexican law entitles the parties to agree, in advance, to a conventional penalty or a penalty clause, which, essentially, is a benefit agreed by the parties that has the nature of a penalty in case of breach of contract. If the penalty clause is enforced, the affected party cannot also claim any compensation for any damage or lost profits caused by such breach. Additionally, a penalty clause cannot exceed the value of the contract's main obligation.

Damages and lost profits

As mentioned above, Mexican legislation provides for the possibility of claiming damages and lost profits; however, it does not provide for the concepts of direct or indirect damages, or punitive or exemplary damages. Nevertheless, recent precedents of the Supreme Court and federal circuit courts authorise the claim for punitive or exemplary damages.[16]

Special considerations

On September 2024, the Mexican Federal Congress approved a mayor constitutional reform to renew the federal judicial power and modify its structure and composition, from the Supreme Court to all the federal courts (collegiate circuit courts, collegiate courts of appeal and district courts), whereby justices, magistrates, and judges are elected by popular vote. Accordingly, several State Congresses have approved similar reforms to renew their local judiciaries.

The first election of federal and some local state judges took place in July 2025. A second complementary election will occur in 2027. By the end of 2027, the judicial branch will have a completely new set of judges.

Despite the structural renovation of the federal and state judicial powers, it is important to note that the procedural and substantive rules regarding litigation and controversies in commercial matters will remain in effect and be applied as before the reform.

Theoretically, the Supreme Court will shift the paradigm under which it adjudicates cases by implementing public hearings with greater citizen participation and reducing technicalities. This seeks to provide greater access to justice without neglecting respect for basic principles of legality, such as due process. This will allow the Court's longstanding role as a political body to become increasingly prominent.

Outlook and conclusions

In Mexico, even though commercial matters are closely related to civil law, commercial law and proceedings deserve special study due to their importance in the day-to-day business. As with most Latin American countries, Mexico has a civil law system rather than a common (case) law system, where contract formation and interpretation rules, claims, defences and remedies are codified in the applicable commercial laws.

The constant evolution of commerce enables the Mexican federal courts and the Supreme Court to establish criteria for interpreting law and settle disputes arising from these new developments. Together with the codified laws, these criteria provide an up-to-date interpretation, thereby strengthening the legal commercial framework and the applicable procedural rules, providing certainty to investors and commercial transactions.

Endnotes

1 Victor Castrillón y Luna, *Derecho Procesal Mercantil*, Mexico, Editorial Porrúa, 2001, p. 378. ^ Back to section

2 ibid. ^ Back to section

3 Article 1093 of the Commerce Code. ^ Back to section

4 Judicial precedent by the Eighth Collegiate Civil Court in Mexico City, No. I.8o.C. J/14, digital record No. 186972. ^ Back to section

5 Fausto Rico Álvarez (among others), *Teoría General de las Obligaciones*, Mexico, Editorial Porrúa, 2005, pp. 362–363. ^ Back to section

6 Judicial precedent by the Fifth Collegiate Civil Court in Mexico City, No. I.5o.C.54 C (10a.), digital record number 2004314. ^ Back to section

7 ibid, p. 365. ^ Back to section

8 Judicial precedent by the First Chamber of the Supreme Court of Justice, No. 1a./J. 63/98, digital record No. 194955. ^ Back to section

9 Judicial precedent by the First Chamber of the Supreme Court of Justice, No. 1a./J.170/2023(11a.), digital record No. 2027554. ^ Back to section

10 Judicial precedent by the Eighth Collegiate Civil Court in Mexico City, No. I.8o.C. J/14, digital record No. 186972. ^ Back to section

11 Juan N Silva Meza and Fernando Silva García, *Derechos Fundamentales*, Mexico, Editorial Porrúa, 2009, p. 216. ^ Back to section

12 Judicial precedent by the First Chamber of the Supreme Court of Justice, No. 1a./J. 46/2014 (10a.), digital record No. 2006794. ^ Back to section

13 Fausto Rico Álvarez (among others), Teoría General de las Obligaciones, pp. 411–413. ^ Back to section

14 ibid, p. 426. ^ Back to section

15 ibid, p. 427. ^ Back to section

16 Judicial precedents by the First Chamber of the Supreme Court of Justice, No. 1a./J. 123/2025 (11a.), digital record No. 2030683, No. 1a. CCLXXI/2014 (10a.), digital record No. 2006959 and No. 1a. CCLXXII/2014 (10a.), digital record No. 2006958. ^ Back to section

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Javier Curiel Obscura javier.curiel@creel.mx
Vicente Cuairan Chavarria vicente.cuairan@creel.mx
Ernesto Palacios Juarez ernesto.palacios@creel.mx

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