

International Comparative Legal Guides

Litigation & Dispute Resolution 2026

A practical cross-border resource to inform legal minds

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Mexico



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OLIVARES

1 Litigation – Preliminaries

1.1 What type of legal system does your jurisdiction have? Are there any rules that govern civil procedure in your jurisdiction?

The Mexican legal system is based on civil law. The Mexican Constitution provides that matters not expressly reserved to the Federal Government fall under the jurisdiction of each Mexican state, including civil matters. Consequently, each state has its own local Code of Civil Procedure.

There is also a Federal Code of Civil Procedure, which may apply nationwide depending on the case. This Federal Code can additionally serve as a supplementary framework when local codes do not regulate a specific matter.

On April 24, 2023, the Mexican Senate approved the National Code of Civil and Family Procedure. This new Code will be implemented gradually, requiring both Federal and State Governments to adopt it no later than April 1, 2027. It will replace the previous Federal and Local Codes, thereby creating greater legal certainty by eliminating the disparities among the various procedural rules and timeframes set forth in each code.

Furthermore, the new Code introduces comprehensive provisions for filing and conducting proceedings electronically, which will facilitate broader access to justice across Mexico.

It is important to note that any civil proceedings already underway when the National Code enters into force will continue to be governed by the laws and regulations in effect at the time they were initiated, unless both parties expressly agree to apply the new Code to their case.

1.2 How is the civil court system in your jurisdiction structured? What are the various levels of appeal and are there any specialist courts?

The Mexican civil Court system is structured into three main levels: Courts of First Instance; Courts of Appeal; and Collegiate Federal Courts. The Courts of First Instance and Appeal may operate at either the federal or local level, depending on the plaintiff's choice of jurisdiction or pursuant to an agreement between the parties to submit their dispute to a specific Court. However, the three-tier hierarchy remains the same.

Courts of First Instance

Local Civil Courts or Federal District Courts are the lowest-level Courts competent to conduct civil proceedings. Their decisions may be appealed before the corresponding Courts of Appeal.

Courts of Appeal

Courts of Appeal review judgments issued by the Courts of First Instance when an appeal is filed by one of the parties. As a general rule, no new evidence may be submitted at this stage unless it directly relates to a possible ground for dismissal of the main action. The rulings of the Courts of Appeal may, in turn, be challenged through an Amparo lawsuit before a Collegiate Federal Court.

Collegiate Federal Courts

Collegiate Courts are always federal in nature, as they hear appeals and other remedies established under federal law, such as those provided by the Amparo Law. Similar to the appellate stage, the parties are not allowed to introduce new evidence unless it concerns a potential ground for dismissal of the principal claim. Cases before Collegiate Courts are decided by a panel of three Magistrates, whose rulings are final and binding.

Supreme Court of Justice of the Nation

The Supreme Court serves as Mexico's highest and most exceptional Court of final appeal. It may hear a case only under specific circumstances: (i) when the Court itself determines to review an appeal from a Collegiate Federal Court due to the case's significant public importance or in the interest of justice; or (ii) when the alleged unconstitutionality of a regulation has been raised before the Courts of Appeal.

Disciplinary Tribunal

On September 15, 2024, Mexico's constitutional judicial reform was published in the *Official Gazette*. One of its most significant changes is the creation of a specialised Disciplinary Tribunal, an autonomous body responsible for enforcing ethical standards and disciplining judicial officials. This Tribunal is tasked with supervising, investigating, and sanctioning serious misconduct by Judges, Magistrates, and other judicial personnel. Its primary purpose is to promote integrity and ethical behaviour within the judiciary, addressing corruption, conflicts of interest, and other actions that could undermine public confidence. The Tribunal's decisions, including any disciplinary sanctions imposed, are final and non-appealable.

1.3 What are the main stages in civil proceedings in your jurisdiction? What is their underlying timeframe (please include a brief description of any expedited trial procedures)?

The main stages of civil proceedings in Mexico may vary

slightly depending on the type of action being brought. However, the general procedural structure typically follows the following stages.

I. Initial brief and response

A regular civil proceeding begins with the filing of the statement of claim before the competent Court. Upon receiving the claim, the Court may admit, dismiss, or request clarification of the filing. Once admitted, the Court will serve the defendant, granting a statutory term to submit a statement of defence and, where applicable, a counterclaim.

If a counterclaim is filed, the plaintiff will be served and given time to file a response to the counterclaim.

At this stage, both parties are required to submit all documentary evidence, specifying which documents are in their possession and which are not. Evidence in their possession must be filed together with their initial briefs. If certain documents cannot be produced, the parties must justify their absence and explain where such evidence may be located.

Once the initial claim and any counterclaim have been answered, the Judge may set a preliminary hearing for the parties to explore the possibility of reaching a settlement. It is important to note that this hearing is not contemplated under the Federal Code of Civil Procedure, but some local codes do provide for it. Therefore, this stage will depend on the procedural law governing the dispute.

II. Evidence period

After the exchange of pleadings, the Judge will open the evidentiary stage, granting the parties a statutory term to offer and produce evidence. During this phase, the parties may introduce testimonial, confessional, and expert evidence, in addition to any pending documentary evidence.

Once the evidence has been offered and submitted, the Judge will issue a ruling admitting or rejecting each piece of evidence and will then schedule an evidence hearing. During this hearing, the admitted evidence is formally conducted – such as witness testimonies, party confessions, and expert reports.

III. Final allegations

Once the evidentiary stage has concluded, the Judge grants the parties a statutory term to file their final arguments (closing statements). These written submissions represent the parties' last opportunity to persuade the Court before judgment is rendered.

IV. Decision

After receiving the final allegations, the Judge issues a judgment resolving the dispute. This judgment may be appealed before a Court of Appeal. The appellate decision, in turn, can be challenged through an Amparo lawsuit before a Collegiate Federal Court.

The overall duration of a civil proceeding in Mexico depends on the complexity of the matter, the volume of evidence, and the number of interlocutory appeals filed throughout the process. Since most interlocutory or incidental decisions are subject to appeal, procedural timelines can be significantly extended.

On average, a first-instance proceeding takes between one and three years to conclude. When appeals and Amparo proceedings are included, the total duration may range from two-and-a-half to six years, depending on the complexity of the case. In particularly complex or high-stakes matters, litigation may extend beyond a decade.

1.4 What is your jurisdiction's local judiciary's approach to exclusive jurisdiction clauses?

In Mexico, it is very common for civil agreements to include a clause whereby the parties expressly waive any jurisdiction other than that of the Mexican Courts, whether federal or state. In such cases, Mexican Courts are generally bound to uphold and enforce these clauses pursuant to the principle of freedom of contract, unless there is a well-founded and reasoned justification for declining to do so.

1.5 What are the costs of civil court proceedings in your jurisdiction? Who bears these costs? Are there any rules on costs budgeting?

Mexican authorities are constitutionally required to ensure that access to justice is free of charge, as the Constitution provides that justice must be administered without cost to the public.

However, each party remains responsible for its own attorney's fees and other litigation-related expenses, such as the cost of documents, expert fees, and other procedural expenses. There are also judicial guidelines that allow Courts to order the losing party to reimburse costs and attorney's fees, typically calculated as a percentage of the amount expressly claimed in the proceeding.

1.6 Are there any particular rules about funding litigation in your jurisdiction? Are claimants and defendants permitted to enter into contingency fee arrangements and conditional fee arrangements?

There are no specific rules in Mexico governing litigation funding or contingency and conditional fee arrangements. Any such agreements or obligations are left to the private arrangements between the parties and the financier, subject to the general principles of contract law.

1.7 Are there any constraints to assigning a claim or cause of action in your jurisdiction? Is it permissible for a non-party to litigation proceedings to finance those proceedings?

Mexican law does not expressly impose restrictions on the assignment of claims. However, both the federal and local Codes of Civil Procedure provide that only those with a legal interest in obtaining a judicial declaration, the recognition of a right, or the imposition of an obligation may initiate or intervene in legal proceedings.

Accordingly, when an assignment of the cause of action is sought, the assignee must demonstrate a legitimate legal interest in participating in the dispute. This requirement is particularly relevant considering that subrogation is permitted and regulated under Mexican law.

Finally, Mexican law does not prohibit third-party litigation funding or the financing of litigation by non-parties.

1.8 Can a party obtain security for/a guarantee over its legal costs?

No, Mexican regulation does not provide the possibility of obtaining security for or a guarantee over legal costs. However, within the trial or prior to its commencement, the

seizure of sufficient assets to guarantee the outcome of the trial may be ordered at the request of a party, and as a precautionary measure, exhibiting a guarantee to respond to the possible damages that could be caused to the person against whom the precautionary measure is adopted.

2 Before Commencing Proceedings

2.1 Is there any particular formality with which you must comply before you initiate proceedings?

No. However, in Mexico, it is common for contracts or agreements to include a clause requiring the parties to notify the other party of any potential breach, granting an opportunity to remedy the default before initiating a civil action.

2.2 What limitation periods apply to different classes of claim for the bringing of proceedings before your civil courts? How are they calculated? Are time limits treated as a substantive or procedural law issue?

In Mexico, limitation periods are regarded as matters of procedural law, even though they are regulated by the Civil Code rather than the Codes of Civil Procedure. The applicable limitation period for commencing proceedings varies depending on the nature of the claim.

However, the Civil Code provides two general limitation periods, both calculated in years:

- Ten years: To claim performance of an obligation, counted from the date on which the obligation could first have been demanded. This period also applies to claims for damages arising from harm to a person's health or physical integrity.
- Two years: To claim any of the following:
 - Damages.
 - Fees, salaries, wages, or other remuneration for the rendering of services.
 - Civil liability for insults, whether oral or written, or for harm caused by persons or animals.
 - Civil liability arising from unlawful acts that do not constitute crimes.

Additionally, *res judicata* is recognised in both the Civil and Commercial Codes, as well as a general principle of law.

3 Commencing Proceedings

3.1 How are civil proceedings commenced (issued and served) in your jurisdiction? What various means of service are there? What is the deemed date of service? How is service effected outside your jurisdiction? Is there a preferred method of service of foreign proceedings in your jurisdiction?

Once the plaintiff files its statement of claim, and if there are no grounds for dismissal or clarification, the Judge will order that the defendant be served with process. A Court clerk must appear at the defendant's domicile to deliver a copy of the claim, the accompanying evidence, and the official notice by which the summons was ordered. This official notice must clearly state the deadline for filing the response.

If the defendant's domicile is unknown, service of process will be effected by publication, consisting of three notices, each published at seven-day intervals, in the *Mexican Official Gazette* and in a widely circulated newspaper. If, after 30 days,

the defendant fails to appear, the proceedings will continue in default, and any subsequent service will be carried out by posting a notice on the Court's door.

The method of service depends on the nature of the proceeding and the document to be served. Service may be carried out personally, by publication in the *Judicial Gazette*, by edict, or by letter rogatory in the case of international service.

Regarding the effective date of service, depending on the applicable procedural code and the form of notification, service may take effect on the same day or on the following day. This is important because all procedural deadlines are calculated from the day after the notification becomes effective.

Service outside Mexican jurisdiction follows a special procedure based on international cooperation between Mexican and foreign authorities. In such cases, the Mexican Court issues a letter rogatory (letter of request) to the competent foreign authority, informing it of the proceedings and requesting service in accordance with applicable international instruments.

To activate this procedure, the plaintiff must expressly state in the complaint that international service will be required. Once service has been completed, the proceedings may continue in Mexico.

The specific procedure depends on the country of the foreign defendant, as different international treaties may apply (for instance, the Hague Service Convention or bilateral agreements). Therefore, it is crucial for the plaintiff to identify the applicable treaty before filing the claim.

Finally, there is no preferred or exclusive method of serving documents in Mexico in connection with foreign proceedings; the applicable method will depend on the circumstances of each case and any governing international instrument.

3.2 Are any pre-action interim remedies available in your jurisdiction? How do you apply for them? What are the main criteria for obtaining these?

In Mexico, precautionary injunctions are a form of interim relief that may be requested either before or during the main proceedings. These measures are considered ancillary to the principal claim and are intended to preserve the effectiveness of the final judgment.

The Federal Code of Civil Procedure provides for several types of precautionary injunctions, including:

- The seizure of assets sufficient to guarantee enforcement of the eventual judgment.
- The deposit or safekeeping of objects, books, documents, or records related to the dispute.
- Restraining orders preventing the defendant from performing or omitting specific acts.

In certain State Codes of Civil Procedure, pre-action interim measures may also include confessional evidence and depositions, which aim to obtain preliminary information directly from the party likely to be sued.

Such injunctions must comply strictly with the law. The applicant must *prima facie* demonstrate:

- Apparent grounds for the claim (*fumus boni iuris*).
- Risk of irreparable harm or delay (*periculum in mora*).
- Proportionality of the requested measure.

In addition, there must be a legally justified cause for the injunction, and the applicant will generally be required to post a bond or guarantee to cover any potential damages that the defendant may suffer as a result of the measure.

3.3 What are the main elements of the claimant's pleadings?

It is important to distinguish between the initial statement of claim and the subsequent pleadings filed once the case is under prosecution.

The initial claim must, at a minimum, include the following elements: the names and addresses of the parties; the competent Court; the type of proceeding; a statement of facts; the cause of action; the legal grounds of the claim; and the supporting evidence (including a Power of Attorney if the plaintiff acts through a legal representative). Furthermore, the plaintiff may authorise attorneys or clerks to participate in the proceedings and to access the case file on their behalf.

For subsequent pleadings, it is sufficient to state the names of the parties, the type of proceeding, the file number, and the Court to which the document is addressed.

Every pleading must be signed by the claimant or their legal representative to be deemed valid.

3.4 Can the pleadings be amended? If so, are there any restrictions?

As a general rule, once the statement of claim has been filed with the Court, it may not be amended. The only exception applies where supervening facts arise after the filing of the initial claim.

However, the Court may allow amendments to the claim when such modifications are necessary to properly determine the matters in dispute between the parties.

3.5 Can the pleadings be withdrawn? If so, at what stage and are there any consequences?

Pleadings may be withdrawn at any stage of a civil proceeding. The consequences of such withdrawal will vary depending on the type of pleading, as well as the stage and nature of the proceeding.

For example, the Code of Civil Procedure of Mexico City provides that the withdrawal of a claim obliges the claimant to reimburse the defendant for the costs incurred up to the date on which the withdrawal is filed. Similarly, if a party files an appeal against a first-instance judgment and subsequently withdraws it, that party must cover the costs incurred by the opposing party in connection with the appeal stage.

Under Mexican law, any withdrawal must be ratified by the interested party, either personally before Court personnel or in writing. Furthermore, depending on the stage of the proceedings, if the claimant seeks to withdraw the action, such withdrawal may require the defendant's consent; otherwise, the proceeding will continue.

4 Defending a Claim

4.1 What are the main elements of a statement of defence? Can the defendant bring a counterclaim(s) or defence of set-off?

The statement of defence must include, at a minimum, the following elements: the address for service of process and notifications; the exceptions or defences (for example, lack of legal standing or representation of the claimant); the counterarguments to the lawsuit; the response to each of the facts alleged in the claim (as any fact not expressly denied will be

deemed admitted); the refutation of the plaintiff's evidence; and, where applicable, the evidence offered by the defendant to rebut the plaintiff's claims.

The defendant must attach the document evidencing their legal representation, and any documentary evidence offered must also be filed together with the statement of defence.

The defendant may also file a counterclaim or raise a defence of set-off, but in either case, it must be submitted simultaneously with the statement of defence.

4.2 What is the time limit within which the statement of defence has to be served?

Depending on the type of proceeding (civil or commercial, written or oral), the law establishes the deadline within which the statement of defence must be filed. However, this period may not exceed 15 business days.

Once the Court receives the statement of defence, the plaintiff must be served with it within three to four days, although this period may be extended at the Judge's discretion.

4.3 Is there a mechanism in your civil justice system whereby a defendant can pass on or share liability by bringing an action against a third party?

There is no specific mechanism in Mexican law for a defendant to formally pass on or share liability with a third party within the same proceeding. However, if the defendant believes that a third party may bear partial or full liability, this must be raised as a defence before the Court, supported by evidence substantiating the request. The Judge will then assess the petition and determine the appropriate course of action.

Alternatively, the defendant may choose to proceed with the case and, if ultimately found liable, bring a separate action against the third party who was not joined to the proceedings, seeking indemnification or contribution for the amount paid or obligation performed.

It is also possible for the defendant to request the Court to summon a third party during the enforcement stage of the judgment, if it can be demonstrated that such party is jointly or subsidiarily liable for the obligation.

4.4 What happens if the defendant does not defend the claim?

If the statement of defence is not filed and the defendant does not participate in the proceedings, the lawsuit will continue in default, considering only the plaintiff's claims.

In general terms, if there is no response, all facts and causes of action alleged by the plaintiff will be deemed admitted by the defendant, unless they are contrary to law.

4.5 Can the defendant dispute the court's jurisdiction?

Yes. The defendant may challenge the jurisdiction of the Court by raising the objection in the statement of defence. In such a case, the Court is required to resolve the jurisdictional issue before addressing the merits of the dispute. If the objection is upheld, the Court will decline jurisdiction over the case.

The grounds for this challenge may relate to territorial jurisdiction (based on the defendant's domicile), subject matter, or the monetary value of the claim.

In certain cases, the defendant may also choose to file the response or motion directly before the Court deemed to have proper jurisdiction, rather than before the Court originally seized of the matter.

5 Joinder & Consolidation

5.1 Is there a mechanism in your civil justice system whereby a third party can be joined into ongoing proceedings in appropriate circumstances? If so, what are those circumstances?

A third party may join ongoing proceedings under certain circumstances.

The Federal Code of Civil Procedure provides that an interested party may bring a third party into the proceedings only if the third party has a dispute with one or more of the existing parties, and the judgment in the main proceeding could affect that dispute. In such cases, either the interested party or the third party may file their claim within the same proceeding.

Another possible scenario arises when a third party appears voluntarily because the resolution would directly affect their rights or interests, or because their interest is contingent upon the success of one of the parties. Such a third party may even oppose the enforcement of the judgment, in which case the Judge must decide the issue.

5.2 Does your civil justice system allow for the consolidation of two sets of proceedings in appropriate circumstances? If so, what are those circumstances?

Yes. The Mexican legal system allows the consolidation of proceedings. Two or more cases may be consolidated only if the following conditions are met:

- The proceedings are not yet ready for the final hearing at first instance.
- There are common questions of law or fact.
- The same dispute must be resolved in each proceeding.
- The resolution of the claims could otherwise result in conflicting judgments.

5.3 Do you have split trials/bifurcation of proceedings?

There are no split trials or bifurcated proceedings under the Mexican legal system.

6 Duties & Powers of the Courts

6.1 Is there any particular case allocation system before the civil courts in your jurisdiction? How are cases allocated?

Yes. Civil Courts of First Instance in Mexico are located in different districts and premises throughout each state. Depending on the amount in dispute and the type of proceeding (oral or written), the claimant must file the claim before the competent Court within the appropriate jurisdiction.

At each courthouse, there is a Common Office responsible for receiving claims, randomly assigning cases to one of the Courts, and issuing the corresponding file number.

It is also worth noting that when an appeal is filed in a proceeding, whether against a final judgment or an inter-

locutory decision, a Higher Court will review and rule on the appeal. If additional appeals are later filed in connection with the same case, they must be referred to the same Higher Court, in accordance with the general principle of “prior knowledge of the case” recognised under Mexican procedural law.

6.2 Do the courts in your jurisdiction have any particular case management powers? What interim applications can the parties make? What are the cost consequences?

Each Court may implement case management practices designed to ensure effective control of proceedings, while complying with the statutory deadlines and the principles of procedural economy and expeditious justice.

Courts are primarily composed of Judges or Magistrates, who are responsible for overseeing the cases and drafting orders and decisions, assisted by Court clerks. However, no resolution or notice may be served on the parties without the review and signature of the Judge or Magistrate.

There are no formal interim applications available to the parties. Nevertheless, in practice, it is customary for counsel to hold informal meetings or discussions with Judges, Magistrates, or Court clerks to clarify procedural aspects or to monitor the progress of the case. Such communications are free of charge and are generally limited to administrative or procedural matters.

6.3 In what circumstances (if any) do the civil courts in your jurisdiction allow hearings or trials to be conducted fully or partially remotely by telephone or video conferencing, and what protocols apply? For example, does the court – and/or may parties – record and/or live-stream the hearings and may transcriptions be taken? May participants attend hearings remotely when they are physically located outside of the jurisdiction? Are electronic or hard-copy bundles used for remote hearings?

The COVID-19 pandemic prompted a major shift in Mexico toward the use of electronic and online tools in judicial proceedings. Due to the sanitary measures adopted by the Courts, the electronic filing and prosecution of cases became increasingly important and, in many instances, essential.

At present, it is possible to file writs, access Court rulings, and review case files electronically, although this generally requires the authorisation of the Judge and, in most cases, the use of an electronic signature (*firma electrónica*) by the parties involved.

Currently, there is no consistent judicial criterion regarding the possibility of conducting procedural acts remotely, as such requests must be specifically justified and authorised by the Court. However, on April 24, 2023, the Mexican Senate approved the National Code of Civil and Family Procedure, which was published in the *Official Gazette* on June 7, 2023. This new Code will be implemented gradually, requiring both Federal and State Governments to adopt it no later than April 1, 2027. The Code introduces comprehensive provisions for the electronic filing and prosecution of cases, significantly enhancing access to justice across the country.

In parallel, the Judiciary has continued developing alternative mechanisms to improve the efficiency of electronic proceedings, including virtual hearings, digital notifications, and remote interactions with Court officials for administrative purposes.

6.4 What sanctions are the courts in your jurisdiction empowered to impose on a party that disobeys the court's orders or directions?

The range of sanctions in Mexico is broad and depends on both the conduct of the party and the nature of the order involved, whether procedural or administrative.

For instance, if the Court orders a party to clarify the content of its pleading and the party fails to comply, the Judge may dismiss the motion. Another possible sanction is the loss of certain procedural rights. For example, if a party is ordered to produce a document supporting its claim but refuses to do so, it may later be barred from submitting that document.

With respect to administrative orders, sanctions may range from monetary fines to expulsion from the Court premises, depending on the nature of the order and the severity of the non-compliance.

6.5 Do the courts in your jurisdiction have the power to strike out part of a statement of case or dismiss a case entirely? If so, at what stage and in what circumstances?

Mexican Courts have the authority to strike out portions of a claim or dismiss a case entirely at any stage of the proceedings, including at the time of issuing the final judgment.

The circumstances may vary. Courts may strike out part of a claim if they consider it irrelevant or if the claimant fails to produce sufficient evidence to support that portion of the claim. The Court may also dismiss the case in its entirety if it determines that the claimant lacks legal standing, capacity, or legitimate interest to bring the action.

In addition, the Court may partially or completely dismiss a claim if it finds that the plaintiff's right has been extinguished or precluded.

6.6 Can the civil courts in your jurisdiction enter summary judgment?

Mexican civil legislation does not provide for summary judgment. However, this type of proceeding and judgment is available in commercial and administrative matters.

6.7 Do the courts in your jurisdiction have any powers to discontinue or stay the proceedings? If so, in what circumstances?

Mexican Courts may stay the proceedings. For instance, if an appeal against a procedural resolution is filed and the Judge considers that the eventual ruling on said appeal may influence the prosecution of the case or even the judgment on the merits, the stay of the proceeding may be ordered.

Likewise, if the Courts become aware of the existence of another proceeding that could have an impact on the merits of the case, the Court may order the stay of the proceeding until such dispute is finally resolved or settled.

7 Disclosure

7.1 What are the basic rules of disclosure in civil proceedings in your jurisdiction? Is it possible to obtain disclosure pre-action? Are there any classes of documents that do not require disclosure? Are there any special rules concerning the disclosure of electronic documents or acceptable practices for conducting e-disclosure, such as predictive coding?

It is not possible to obtain pre-action disclosure to prepare a claim or defence, as this concept is not formally recognised under Mexican law. Disclosure in Mexico is subject to judicial control and becomes relevant only once the proceedings are underway.

Parties are required to submit the evidence supporting their claim or defence. However, certain documents may be beyond their possession or control. Once the trial has commenced, a party may request the Judge to order a third party or authority to produce such documents. If the Judge determines that the requested evidence is relevant to the merits of the case and that its disclosure does not contravene the law, the Court will issue the corresponding order for its production.

If the document contains confidential information, the Court will adopt the necessary measures to preserve confidentiality, including when the material consists of electronic documents.

7.2 What are the rules on privilege in civil proceedings in your jurisdiction?

As with disclosure, legal privilege is not expressly regulated under Mexican law. Nevertheless, a party cannot be compelled to disclose evidence unless ordered by the Judge, and only where the information is deemed necessary for resolving the dispute.

In such cases, the Judge may adopt protective measures to ensure the confidentiality of the document. These measures may include allowing the parties to consult the document only once, without taking notes or reproducing it by any means, or even restricting access to the party that did not produce it.

7.3 What are the rules in your jurisdiction with respect to disclosure by third parties?

As detailed in the answer to question 7.1, if a document is in the possession of a third party and the Judge considers that it is necessary to resolve the dispute, he or she may order the third party to produce it.

Mexican law allows both the Judge and the parties to rely on or request documents held by third parties. The only limitation is that the document must be legally recognised and directly related to the merits of the case.

If the disclosure of such document causes harm to the third party, the party offering the evidence will be liable for any resulting damages.

7.4 What is the court's role in disclosure in civil proceedings in your jurisdiction?

Mexican Courts have the authority to compel the disclosure of information and documents, either on their own initiative or at the request of a party. However, the Court must ensure that such disclosure is necessary for the resolution of the dispute.

Likewise, the Judge is obliged to preserve the confidentiality of the disclosed information and documents and may implement any protective measures deemed appropriate to that end.

7.5 Are there any restrictions on the use of documents obtained by disclosure in your jurisdiction?

Generally, the only restriction is that such information or documents may not be used outside the proceedings, as they are disclosed solely for the purpose of the litigation in which they were produced.

8 Evidence

8.1 What are the basic rules of evidence in your jurisdiction?

A party who asserts a fact bears the burden of proving it. The plaintiff is not required to prove negative facts. Certain documents carry a presumption of validity, meaning that their content will be considered authentic unless proven otherwise.

All evidence lawfully submitted by the parties will be examined and assessed by the Judge, who will analyse the parties' arguments to determine whether the plaintiff has proven the claim or, conversely, whether the defendant has substantiated its defences.

As a general rule, all evidence is evaluated by the Judge in the final judgment. However, several considerations must be taken into account, depending on the type of evidence presented.

First, the evidence must be relevant to the dispute, and the parties must provide justification for its admission. In addition, evidence must be submitted in accordance with the applicable procedural rules, as each type of evidence is governed by specific legal requirements. Failure to comply with these formalities may result in the exclusion of the evidence.

Furthermore, all documents must be filed in Spanish, or in their original language accompanied by a translation. International documents must also be duly apostilled and notarised.

It is important to note that public documents enjoy a presumption of authenticity, meaning their content is presumed to be true. Documents lacking such status do not enjoy the same evidentiary weight.

To conclude, although specific rules govern the admissibility and evaluation of each type of evidence, the probative value ultimately depends on the Judge's analysis, guided by logic, experience, and sound judicial reasoning in reaching the final decision.

8.2 What types of evidence are admissible, and which ones are not? What about expert evidence in particular?

The Federal Code of Civil Procedure recognises the following as admissible forms of evidence: confessional evidence; public and private documents (such as notarised statements, affidavits, and invoices); expert opinions; judicial inspections or recognitions; storage devices (containing videos, photographs, audio recordings, or other digital data); witness testimony; and presumptions.

As noted in question 8.1, the only limitations are that the evidence must be legally recognised and directly related to the merits of the case.

8.3 Are there any particular rules regarding the calling of witnesses of fact, and the making of witness statements or depositions?

The calling of witnesses of fact must be made either in the initial statement of claim or statement of defence, or during the evidentiary stage, expressly identifying the witness or witnesses who will testify at trial.

Witnesses are summoned on a specific date to appear before the Judge. Depending on the applicable procedural code, there may be a limit on the number of witnesses per fact, and the questions may be submitted in writing or asked orally during the hearing. In either case, the Judge must review and qualify the questions as lawful before they are answered by the witness.

Witnesses are examined separately and successively, without being allowed to hear the testimony of other witnesses. If a witness refuses to answer, or provides contradictory or inconsistent responses, the Judge – either *ex officio* or at the request of a party – may require the witness to provide the necessary clarifications.

All questions and answers must be recorded verbatim in the minutes of the hearing. Once the examination is concluded, the witness must sign the transcript of their testimony, which cannot be altered thereafter.

8.4 Are there any particular rules regarding instructing expert witnesses, preparing expert reports and giving expert evidence in court? Are there any particular rules regarding concurrent expert evidence? Does the expert owe his/her duties to the client or to the court?

Expert witness evidence in Mexico must be offered either in the initial statement of claim or statement of defence, or during the evidentiary stage, and is admissible only when specialised knowledge is required. The parties must designate their expert, providing details of their qualifications, expertise, and academic credentials.

The offering of expert evidence must include a justification of its relevance and a list of the questions to be addressed in the expert's report. The opposing party may appoint its own expert and submit additional questions.

Expert reports enjoy a presumption of validity regarding their content. If the experts appointed by the parties issue contradictory opinions, the Judge will appoint a third expert, whose role is to provide an independent opinion. The Judge may rely on any part of the expert opinions when rendering the final judgment and may combine elements from all reports at his or her discretion.

The deadlines for each stage of the expert evidence process depend on the applicable Code of Civil Procedure.

An expert owes a duty to the party that appointed them, except for the third expert appointed by the Judge, who owes a duty to the Court. However, the fees of the Court-appointed expert must be borne equally by both parties.

9 Judgments & Orders

9.1 What different types of judgments and orders are the civil courts in your jurisdiction empowered to issue and in what circumstances?

Broadly speaking, three types of judicial decisions can be identified in Mexican civil proceedings:

- Decrees: Orders addressing procedural matters, such as the receipt of pleadings, procedural directions, and requests made to the parties.
- Incidental or interim resolutions: Decisions issued in connection with precautionary measures or preliminary injunctions, as these are ancillary to the main claim.
- Judgments: Decisions addressing the substantive merits of the case.

9.2 Are the civil courts in your jurisdiction empowered to issue binding declarations as to (i) parties' contractual or other civil law rights or obligations, (ii) the proper interpretation of wording in contracts, statutes or other documents, (iii) the existence of facts, or (iv) a principle of law? If so, when may such relief be sought and what factors are relevant to whether such relief is granted? In particular, may such relief be granted where the party seeking the declaration has no subsisting cause of action, and/or no party has suffered loss, and/or there has been no breach of contract/duty?

Yes, all decisions issued by a Civil Court in Mexico are binding and mandatory for the parties involved in any civil action.

Regarding contracts, Mexican Civil Courts may determine the scope of an agreement through the interpretation of its clauses, assess whether any party breached its obligations, and define the rights and duties of each party. Likewise, based on the Judge's evaluation of the evidence submitted by the parties, the Judge may determine the existence of the alleged facts.

This relief is implicit in the parties' initial pleadings or responses, in which they must clearly state their actions and claims. Under Mexican law, the general rule is that each party bears the burden of proving the facts that support its claims or defences, which they may do through admissible evidence.

Therefore, it is essential for the parties to submit sufficient documents and evidence to support their arguments, as the Judge's decision will be based primarily on that record. It is also important to note that, in addition to the evidence and arguments provided by the parties, the Judge may rely on legal doctrine and case law to support the decision and interpret the contractual clauses at issue.

If the plaintiff lacks a valid cause of action, has suffered no losses, or if no breach of contract exists, the defendant may assert the exception of "lack of action and right", which the Judge will analyse when deciding the case. Even if the defendant does not raise this exception, the Court may identify it on its own and dismiss the action accordingly.

9.3 What powers do your local courts have to make rulings on damages/interests/costs of the litigation?

Although both the Federal and State Codes of Civil Procedure establish that the losing party is obliged to reimburse the costs and expenses incurred by the prevailing party throughout the litigation, the award of costs remains subject to the Court's discretion, taking into account the specific requirements that must be met.

The amount awarded is calculated based on percentages that vary depending on the nature of the dispute and other relevant factors, such as whether the prevailing party acted in bad faith, the amount in controversy, the stage at which the case was resolved, and other circumstances. Even the length of the pleadings filed by the prevailing party may be considered. The award may also include expert witness fees and expenses incurred in obtaining evidence.

9.4 How can a domestic/foreign judgment be recognised and enforced?

Domestic judgments in Mexico may be enforced before the same Court that heard the case, once they have become *res judicata*.

The prevailing party must request the Judge to enforce the judgment, after which the Court will require the losing party to comply. If the losing party fails to do so, and depending on the nature of the obligation, the Judge may order:

- i. the seizure of assets to cover a liquid amount or damages; or
- ii. the performance of a specific act, such as the delivery of an asset or document, or the signing of an instrument.

If these measures are not feasible, the prevailing party may request compensation for damages.

Foreign judgments may also be enforced through Mexican Courts. To initiate enforcement, the interested party must file a notice with the competent Court, depending on the nature of the case. Once the Court receives the request, it will notify the parties, granting them a nine-day period to file written arguments and submit evidence so that the Court may determine whether the foreign judgment is eligible for enforcement in Mexico.

During this procedure, the Mexican Court will only assess the enforceability of the foreign judgment, since its substantive determinations are already *res judicata*. Following review, the Court will issue a decision declaring whether the foreign judgment is enforceable in Mexico. This decision may be challenged through an Amparo lawsuit (constitutional action).

Mexican legislation includes provisions on international judicial cooperation and the duty of Mexican authorities to assist in the enforcement of foreign judgments. However, distinct procedural rules apply specifically to the recognition and enforcement of foreign judgments.

9.5 What are the rules of appeal against a judgment of a civil court of your jurisdiction?

In Mexico, it is possible to appeal both final judgments and provisional or interlocutory decisions issued by the Judge.

Decisions on the merits may be challenged through an ordinary appeal, which will be reviewed by the Court of Appeal. The appeal must be filed before the Court that issued the judgment, within the time limit established by the applicable Code of Civil Procedure.

Once the Court of First Instance receives the appeal, it will serve the opposing party, granting a period to file written arguments and/or a cross-appeal. After completing the procedural formalities, the Court of First Instance will forward the case file to the Court of Appeal, which must issue its ruling within approximately two to three months.

The decision rendered by the Court of Appeal may, in turn, be challenged through an Amparo lawsuit, which will be resolved by a Federal Collegiate Circuit Court.

10 Settlement

10.1 Are there any formal mechanisms in your jurisdiction by which parties are encouraged to settle claims or which facilitate the settlement process?

Under some local Codes of Civil Procedure, once the defendant has filed its statement of defence, the Court may set a date for a

pre-conciliation hearing, during which the parties are encouraged to reach an amicable settlement of the dispute.

Additionally, these Codes provide that, at any stage of the proceedings and before the final judgment is issued, the Judge has the authority to invite or encourage the parties to reach a settlement.

11 Alternative Dispute Resolution

11.1 What methods of alternative dispute resolution are available and frequently used in your jurisdiction? Arbitration/Mediation/Expert Determination/Tribunals (or other specialist courts)/Ombudsman? (Please provide a brief overview of each available method.)

Based on the principle of freedom of contract, the parties may agree to submit any dispute to a chosen method of alternative dispute resolution (ADR). The most common and widely available ADR mechanisms in Mexico are the following:

- **Negotiation:** A process in which the parties communicate directly to reach an agreement and settle their dispute. The outcome is generally formalised in a written agreement that sets out the terms and consequences of non-compliance. Negotiation may take place with or without the assistance of a third party.
- **Mediation:** A confidential process in which a neutral third party (mediator) assists the disputing parties in reaching a mutually acceptable agreement. The mediator does not have authority to impose a decision, and the process is non-binding unless an agreement is reached. In Mexico, the Judiciary of each state offers official mediation services, each with its own procedural requirements.
- **Conciliation:** A process in which a conciliator helps the parties resolve their dispute by facilitating communication and providing technical assistance. The conciliator typically plays a more active role than a mediator. Conciliation is often expressly provided as a procedural stage in civil proceedings under local procedural codes, typically held after the defendant files its response.
- **Arbitration:** A method increasingly used in Mexico to resolve complex commercial disputes involving national and international parties. Arbitration is governed by the Commercial Code. The parties are free to determine the number of arbitrators; if they fail to agree, a sole arbitrator will be appointed. The procedure is generally similar to Court proceedings, although the parties may agree on specific procedural rules, subject to the arbitrator's approval. Arbitral awards are final and binding, and their enforcement may be sought before Mexican Courts.

11.2 What are the laws or rules governing the different methods of alternative dispute resolution?

Article 17 of the Mexican Constitution provides that every law shall include ADR mechanisms. Pursuant to this constitutional mandate, Mexican law generally allows parties to freely submit their disputes to ADR methods. In addition, each Mexican state has enacted its own Law on Alternative Dispute Resolution Mechanisms.

Under the principle of freedom of contract, the parties may agree on the rules governing the ADR process, provided such rules are not contrary to mandatory legal provisions that establish specific procedures.

The Commercial Code regulates arbitration primarily in the context of commercial disputes; however, in practice, arbitration is also used to resolve other types of disputes. Likewise, the Federal Code of Civil Procedure sets out the rules for the judicial enforcement of non-commercial arbitral awards.

With respect to conciliation, in November 2020, the Federal Law for the Protection of Industrial Property entered into force, expressly including conciliation as an ADR mechanism in infringement proceedings. Similarly, the National Code of Criminal Procedure provides for the use of ADR mechanisms, including conciliation, in criminal matters.

Regarding mediation, the Judiciary of each Mexican state operates an auxiliary agency known as the "Alternative Justice Center", whose purpose is to promote and regulate ADR mechanisms, though these centres primarily focus on mediation. Each Center has its own guidelines and regulations to ensure that parties reach mutually satisfactory agreements.

In December 2023, the Legislative Branch enacted the General Law on Alternative Dispute Resolution Mechanisms, which was published in the *Official Gazette* of the Federation in January 2024. This law comprises 144 articles and defines the types of ADR mechanisms, as well as their guiding principles. It also authorises public agencies, governmental entities, state-owned enterprises, and autonomous bodies to participate as parties in Public Centers for Alternative Dispute Resolution Mechanisms. From its publication date, both Federal and State Congresses were granted one year to harmonise their legislation with the new ADR framework.

The law also created the National Council on Alternative Dispute Resolution Mechanisms, which serves as the governing body for ADR public policy in Mexico, and provides that ADR Centers may operate as either public or private institutions.

11.3 Are there any areas of law in your jurisdiction that cannot use Arbitration/Mediation/Expert Determination/Tribunals/Ombudsman as a means of alternative dispute resolution?

Generally, ADR mechanisms may be used to resolve any type of dispute in Mexico, pursuant to Article 17 of the Mexican Constitution and the principle of freedom of contract. However, certain matters of public order or social interest are, by law, reserved for resolution by the Courts.

11.4 Can local courts provide any assistance to parties that wish to invoke the available methods of alternative dispute resolution? For example, will a court – pre or post the constitution of an arbitral tribunal – issue interim or provisional measures of protection (i.e. holding orders pending the final outcome) in support of arbitration proceedings, force parties to arbitrate when they have so agreed, or order parties to mediate or seek expert determination? Is there anything that is particular to your jurisdiction in this context?

While the primary purpose of ADR mechanisms is to enable two or more parties to resolve their disputes outside the Courts, the Judiciary of each Mexican state operates an auxiliary agency known as the "Alternative Justice Center", which is responsible for promoting and regulating the use of ADR methods.

In addition, under the applicable civil legislation, the Judge is required to invite the parties to reach an out-of-Court settlement. Many local Codes of Civil Procedure even provide for a preliminary conciliation hearing for this purpose.

If the parties have agreed to exhaust an ADR mechanism before filing a Court claim, such agreement is binding and must be honoured. Failure to do so may allow the opposing party to raise this as a defence in its statement of defence, which may result in the dismissal of the claim.

11.5 How binding are the available methods of alternative dispute resolution in nature? For example, are there any rights of appeal from arbitration awards and expert determination decisions, are there any sanctions for refusing to mediate, and do settlement agreements reached at mediation need to be sanctioned by the court? Is there anything that is particular to your jurisdiction in this context?

An arbitral award is final and binding. However, it may be set aside by a competent Court if it is proven that:

- Either party lacked legal capacity.
- Proper notice of the appointment of arbitrators was not given.
- The award concerns a dispute not contemplated in the arbitration agreement.
- The arbitral Tribunal failed to comply with the procedural agreement entered into by the parties.

- A Court determines, in accordance with Mexican law, that the subject matter of the dispute is not arbitrable, or that the award is contrary to public policy.

With respect to settlements resulting from mediation or conciliation, such agreements are binding on the parties and may be enforced by the Courts in the event of non-compliance.

However, no sanctions may be imposed on parties who refuse to participate in mediation, as resorting to ADR mechanisms is not mandatory under Mexican law.

11.6 What are the major alternative dispute resolution institutions in your jurisdiction?

The Mexican Arbitration Center (*Centro de Arbitraje de México* – CAM), established in 1997, together with the Alternative Justice Centers operating in each Mexican state, are the main dispute resolution institutions in Mexico.

With the enactment of the General Law on Alternative Dispute Resolution Mechanisms, new Public Centers and a National Council on ADR will be created to further develop and coordinate these mechanisms across the country.



Armando Arenas Reyes is a Partner at OLIVARES, having joined the law firm in 2000, and now leads the Civil and Commercial area. He has experience working on a range of IP matters, including consulting and litigation on patents, unfair competition, trade dress protection, civil and administrative actions related to IP matters before the Mexican Institute of Industrial Property (IMPI), Federal Court for Administrative Affairs (FCA), Federal Circuit Courts (FCC), the Supreme Court of Justice (SCJ) and Civil Courts (CC), handling relevant cases such as:

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- Securing a judgment declaring the unconstitutionality of Article 167 bis of the Health Supplies Regulation, as it does not provide the right of the titleholder of a patent to be heard during the prosecution of the marketing authorisation.

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His experience includes handling proceedings before various administrative authorities, nullity actions before the Federal Court of Administrative Justice (FCA), and "Amparo" lawsuits before District and Federal Circuit Courts, primarily involving regulatory and intellectual property matters. Eduardo's practice is distinguished by his deep understanding of the quantification and recovery of damages, as well as his strategic approach to complex, high-stakes litigation.

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OLIVARES' Civil and Commercial Litigation team has extensive experience handling highly complex civil disputes, where the firm has achieved notable, and often unprecedented, results through the implementation of sophisticated litigation strategies. These include obtaining compensation for damages arising from intellectual property infringements, enabling clients to recover a percentage of sales derived from unlawful activities. In addition, the firm has successfully defended clients against unfounded damages claims, representing companies from a wide range of industries. The team's practice encompasses advising and representing clients at both local and federal levels in actions seeking compensation for damages, non-pecuniary damages, royalty payments, recognition and enforcement of judgments, contractual disputes, corporate conflicts, and breach of commercial agreements and contracts, among others.

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