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## **Landmark Mexican Judicial Precedent on Forum-Selection Clauses in Promissory Notes Tied to Loan Agreements.**

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On January 16, 2026, a single case decision was published in Mexico’s Federal Judicial Gazette under the title: “PROMISSORY NOTE EXECUTED TO GUARANTEE PERFORMANCE OF A CREDIT AGREEMENT. AN EXPRESS FORUM-SELECTION CLAUSE SUBMITTING TO THE JURISDICTION OF COURTS IN A SPECIFIC TERRITORIAL DISTRICT CANNOT TAKE EFFECT IF THE SIGNATORY WAS UNABLE TO NEGOTIATE ITS TERMS,” Digital Registry No. 2031666. The decision derives from the judgment issued in Amparo Proceeding No. 262/2025 by the Eleventh Collegiate Civil Court of the First Circuit of Mexico.

Through this precedent, the Collegiate Court introduced a new judicial criterion regarding forum-selection clauses contained in promissory notes when such instruments are issued to “guarantee” or document payment obligations arising from a separate loan or credit agreement. In reaching its decision, the Court followed the reasoning previously established by the First Chamber of Mexico’s Supreme Court of Justice in Contradiction of Thesis 192/2018. In such earlier case, the Mexican Supreme Court determined that, in the context of adhesion credit agreements, the constitutional right of access to justice must prevail over a contractual forum-selection clause and over Articles 1092 and 1093 of the Mexican Commerce Code. In other words, a borrower’s prior agreement to submission to courts other than those that would ordinarily have jurisdiction (whether based on the parties’ domicile, the place of performance of the obligations, or the location of the relevant asset) cannot be enforced where the borrower, who is considered the “weaker party,” lacked a real opportunity to negotiate the provision.

Following this line of reasoning, the Collegiate Court concluded that when a promissory note is issued to guarantee obligations under an adhesion credit agreement, the same constitutional analysis applies. Consequently, a forum selection clause imposed in the promissory note will be deemed unenforceable if the signatory, who is also the borrower under the credit agreement, did not have a genuine opportunity to negotiate the terms of either the underlying contract or the note itself. In such circumstances, the borrower's constitutional right of access to justice must prevail.

This criterion may generate uncertainty for holders of promissory notes in Mexico regarding which court will ultimately be deemed competent to enforce the instrument. It may also appear to conflict with a different isolated precedent entitled "NEGOTIABLE INSTRUMENTS. JURISDICTION BY SUBMISSION," Digital Registry No. 257768. Although that earlier decision did not address the specific scenario of a promissory note linked to a credit agreement, it established in general terms that the principles of autonomy and literalness govern negotiable instruments under Mexican commercial law. Under that approach, if a specific jurisdiction is agreed upon in the text of the instrument, it should be interpreted independently from the underlying transaction, with Articles 1092 and 1093 of the Commerce Code applying accordingly. The debate becomes particularly relevant in cases where the promissory note is transferrable or negotiable and has been transferred by endorsement to third parties who were not involved in the original credit agreement. While the new precedent does not expressly resolve that scenario, it raises a significant question under Mexican law: whether courts should prioritize legal certainty in the circulation of negotiable instruments, or instead favor the constitutional protection of the "weaker party's" right of effective access to justice