The Procedural Track Determines the Court: Commercial Leases and Oral Commercial Proceedings in Mexico City

Introduction

On November 6, 2026, a legal precedent issued by the Regional Plenary Court for Administrative and Civil Matters of the Central-Southern Region, based in Mexico City ("Precedent"), was published in the Federal Judicial Weekly; it became mandatory as of November 9, 2026. According to the Ruling, disputes arising from a real estate lease entered into for the purpose of commercial speculation must be filed with the Civil Courts of Oral Proceedings of Mexico City (**"CDMX Oral Courts**") when the claim involves a specific or determinable amount and no special procedure applies.

The Guidelines have practical relevance for landlords and tenants of commercial spaces, offices, shopping centers, and, in general, properties intended for profit-making activities, as they define before which court their disputes must be heard and, consequently, the applicable procedural route. An incorrect choice of court may give rise to jurisdictional issues that delay the proceedings.

Background

The Sixth and Fifteenth Collegiate Civil Courts of the First Circuit, in ruling on direct amparo proceedings 385/2025 and 718/2025, held opposing views on whether these disputes fell within the jurisdiction of the Mexico City Oral Courts or the Mexico City Civil Courts of Written Proceedings (**"Mexico City Written Courts**"). One position was based on Article 105, Section III, of the Organic Law of the Judiciary of Mexico City (**"Organic Law**"), which assigns to the Mexico City Oral Courts the matters of concurrent jurisdiction provided for in Article 1390 Bis of the Commercial Code; the other, on Article 59, Section VIII, of the Organic Law, which assigns to the CDMX Written Courts disputes regarding the leasing of real property intended for residential, commercial, industrial, or any other use permitted by law. The Regional Plenary unanimously resolved the conflict of criteria 51/2026 on September 2, 2026, through a harmonious interpretation of both rules.

Legal Analysis

Jurisdiction depends on the legal proceeding. First, the contract must be classified: pursuant to Articles 4, 75, 1049, and 1055 of the Commercial Code ("**CoCo**") and the case law of the former First Chamber of the Supreme Court of Justice of the Nation, which interprets the list of commercial acts as illustrative and not exhaustive, if the lease was entered into for the purpose of commercial speculation, it is of a commercial nature, and the dispute is governed by the applicable commercial law. In case of doubt, Article 75 itself provides that the commercial nature of the act shall be determined by judicial discretion.

Once the commercial nature has been established, Articles 1390 Bis and 1390 Bis 1 of the CoCo provide that all commercial disputes are heard in commercial oral proceedings without limitation on the amount in dispute, with the exception of those subject to special procedures and those involving an indeterminate amount. Therefore, if the amount is determined or determinable and there is no special procedure, commercial oral proceedings apply, and thus the jurisdiction of the Mexico City Oral Courts is reaffirmed under Article 105, Section III, of the Organic Law.

Article 59, Section VIII, of the Organic Law has not been repealed: it must be systematically interpreted as applicable to lease disputes that do not fall under the preceding provision—for example, leases not intended for commercial speculation, those involving an indeterminate amount, or those subject to special proceedings—which remain within the jurisdiction of the Mexico City Written Courts. The central rationale of the Ruling is that a local provision governing the organization of the judiciary cannot modify, restrict, or supersede the procedural rules of the Commercial Code; concurrent jurisdiction allows local judges to hear commercial matters but does not permit them to alter the procedure established by federal commercial law.

Conclusions and Practical Implications

Plaintiff. The plaintiff must establish, as early as the complaint, that the lease is for commercial speculation, that the amount of the claimed damages is determined or determinable, and that no special procedure applies. Filing the case with the Mexico City Civil Courts when these elements are present contravenes the Ruling and exposes the case to challenges regarding jurisdiction that may delay its resolution.

Defendant. If the complaint was filed with a court other than the one with proper jurisdiction, the Ruling supports challenging jurisdiction at the first appropriate procedural step. Conversely, if any of the three elements is missing, it can be argued that the matter falls within the residual jurisdiction of the Mexico City Civil Courts.

Recommendations

Based on the Ruling, we suggest: (i) documenting the economic use of the property and the profit-making purpose of the transaction in commercial lease agreements; (ii) ensuring that the agreed-upon benefits are quantifiable, so that the dispute can be heard in oral commercial proceedings; (iii) verify, before filing a complaint or answering a complaint, that the three elements triggering the jurisdiction of the Mexico City Oral Commercial Courts are present; and (iv) review pending commercial lease matters to assess—based on the procedural stage of each case and the regulations applicable at the outset of the proceedings—whether it is advisable to raise the issue of jurisdiction.

If you have any questions or would like personalized advice on the potential impact of this ruling on your real estate operations, please do not hesitate to contact our team of experts.

FOR MORE INFORMATION, PLEASE CONTACT

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