

Case law**Case Details****National ID:** link**Member State:** Italy**Common Name:** S.P. c. Soc. F.**Decision type:** Other**Decision date:** 27/09/2006**Court:** Tribunale (Court of first instance, Venezia)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Unfair Contract Terms Directive, [Article 2](#) Unfair Contract Terms Directive, [Article 3, 1.](#) Doorstep Selling Directive, [Article 6](#)**Headnote**

The Tribunal of Venice confirmed that, according to the Art. 33, par. 2, letter (u) of the Italian Consumer Code (before consolidation: Art. 1469-bis of the Italian Civil Code), for any disputes arising out of the application of consumer contracts, the Court in the place of domicile or residence of a consumer shall have exclusive jurisdiction.

The provision of the Art. 33, par. 2, of the Italian Consumer Code may be derogated when the trader has individually negotiated the clause concerning the jurisdiction applicable to the contract with the consumer.

The judge also held that the Art. 63 of the Italian Consumer Code, providing a similar rule for the consumer contracts negotiated away from business premises is binding (and thus it may not be derogated by the individual negotiation between the parties).

Facts**Legal issue**

The Art. 63 of the Italian Consumer Code states "For any disputes arising out of the consumer contracts negotiated away from business premises, the District Court in the place of domicile or residence of a consumer, if in Italy, shall have binding jurisdiction".

The decision clarifies that the exclusive jurisdiction of the place where the consumer is resident or has his domicile indicated in Art. 33, par. 2, letter (u) may be derogated when the professional has individually negotiated the clause concerning the jurisdiction applicable to the contract with the consumer.

The jurisdiction provided for by the Art. 63 should therefore be considered as binding for the professional who should derogate to such provision in the cases involving the consumer contracts negotiated away from business premises.

The ratio decidendi of the judgment is evidently based on the particular circumstances of conclusion of such agreements between the professional and the consumer: in such cases, the trader usually initiates the contract negotiations for which the consumer is unprepared and also unable to compare the quality and price of the offer with other offers.

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