

Case law**Case Details****National ID:** link**Member State:** Italy**Common Name:**link**Decision type:** Other**Decision date:** 31/05/2006**Court:** Tribunale (Court of first instance, Torre Annunziata)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Unfair Contract Terms Directive, [Article 2](#) Unfair Contract Terms Directive, [Article 3, 1](#).**Headnote**

The Court held that the exclusive jurisdiction (i.e. the place where the consumer is resident or has his domicile of choice) provided for by the art. 33, paragraph 2, letter u, of the Italian Consumer Code is applicable to the cases of medical malpractice.

Facts

The case concerns a claim for personal damages occurred to a patient for medical malpractice and, particularly, for the breach of the contract having as object the professional services of the doctor. Here the point is to establish which Court is competent to decide the case.

Legal issue

The Court held that the exclusive jurisdiction (i.e. the place where the consumer is resident or has his domicile of choice) provided for by the art. 33, paragraph 2, letter u, of the Italian Consumer Code is applicable to the cases of medical malpractice.

The said article states that the contractual terms are presumed unfair, unless proved otherwise, where they have the object or effect of establishing as forum in case of dispute, a jurisdiction other than the place where the consumer is resident or has his/her domicile of choice.

In particular, the Court held that this is a case of breach of the contract for medical assistance between the doctor and the patient and, interestingly, the judge stated that the patient is "a consumer" of such professional services.

DecisionFull text: [Full text](#)**Related Cases**

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