

GUIDE TO ARBITRATION PLACES (GAP)

**MEXICO**

CHAPTER PREPARED BY

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JURISDICTION INDICATIVE TRAFFIC LIGHTS

- |  |   |
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There have not been any material changes requiring an update to this chapter (including the traffic lights) since the date of the latest version. Nonetheless, please note that this chapter does not constitute legal advice and its authors, the contributing law firm and Delos Dispute Resolution decline any and all responsibility.

## IN-HOUSE AND CORPORATE COUNSEL SUMMARY

Key places of arbitration in the jurisdiction?	Mexico City.
Civil law / Common law environment? (If mixed or other, specify)	Civil law.
Confidentiality of arbitrations?	The arbitration regulation (Commerce Code) <sup>1</sup> does not provide for the confidentiality of arbitration proceedings. However, parties may enter into confidentiality agreements, as Article 1435 of the Commerce Code provides that the parties can freely agree on how to conduct arbitral proceedings.
Requirement to retain (local) counsel?	No specific requirement exists for a party to hire local counsel to be represented in arbitral proceedings seated in Mexico. However, to appear before Mexican Courts in arbitration-related proceedings—such as setting aside an award—it is necessary to have a Mexican practising license ( <i>cédula profesional</i> ).
Ability to present party employee witness testimony?	There are no specific provisions concerning witness testimony in the Commerce Code. Still, the parties can freely agree on the rules governing the arbitral proceedings per Article 1435 of such code. In addition, nothing prohibits the parties from incorporating the IBA Rules on the Taking of Evidence in International Arbitration into the arbitral proceedings, providing this possibility.
Ability to hold meetings and/or hearings outside of the seat and/or remotely?	Yes. Unless otherwise agreed by the parties, the arbitral tribunal may meet at any place it deems appropriate to hold deliberations, hear witnesses, experts, or parties, or examine goods or documents. The Mexican arbitral law does not expressly provide for remote hearings; nevertheless, there is no prohibition in that regard, and it has been relatively common to hold remote hearings in Mexican arbitration proceedings (Article 1436, Commerce Code).
Availability of interest as a remedy?	Mexican law does not restrict parties' power to request interest and tribunals to award interest if requested.
Ability to claim for reasonable costs incurred for the arbitration?	Yes. According to Article 1452 of the Commerce Code, the parties have the power to adopt rules relating to the costs of the arbitration, either directly or by reference to arbitration rules. If the parties do not agree on specific rules as to costs, Article 1455 establishes a "costs follow the event" principle under which the losing party shall bear the expenses that the winning party has incurred for the arbitration, this includes cost of representation and legal assistance. Pursuant to this same article, the tribunal may also apportion the elements of the costs between the parties if it

<sup>1</sup> Mexican Arbitration Law is embodied at the fifth book, fourth title of the Commerce Code. Unless otherwise provided, all law provisions indicated are references to articles of the Commerce Code.

	decides that apportionment is reasonable having regard to the circumstances of the case.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Mexican law does not restrict the parties' right to agree upon contingency fee arrangements with their counsel, and there is no restriction on third-party funding in the applicable laws.
Party to the New York Convention?	Yes. Mexico is a party to the New York Convention, according to the Decree promulgating the Convention of 22 June 1971. Since 1977, it is also a party to the Inter-American Convention on extraterritorial validity of foreign judgments and arbitral awards ("Panama Convention"). The Panama Convention is a convention of the Organization of American States ("OAS") regulating the enforcement of judgments and arbitral awards in other member states. It entered into force in Mexico on 26 April 1978 and aimed at facilitating the recognition and enforcement of arbitral awards rendered in a member-State, in the other OAS member States.
Party to the ICSID Convention?	Yes, Mexico became state-party to the ICSID convention in 2018.
Compatibility with the Delos Rules?	The DELOS rules are compatible with Mexican arbitration law.
Default time-limitation period for civil actions (including contractual)?	Contract in general: 10 years from the date of knowledge that the cause of action has arisen (or 2 years if a claim for breach of contract includes a claim in tort or for civil liability).
Other key points to note?	ϕ
<a href="#">World Bank, Enforcing Contracts: Doing Business</a> score for the current year, if available?	67 score in 2020 (43 <sup>rd</sup> position in global rank).
<a href="#">World Justice Project, Rule of Law Index: Civil Justice</a> score for 2023, if available?	0.37 score in 2023 (131 <sup>st</sup> position in global rank).

**ARBITRATION PRACTITIONER SUMMARY**

Date of arbitration law?	In 1993, Mexico's Congress amended the Commerce Code to incorporate in the Code's Book V, Title IV, the UNCITRAL Model Law of 1985 as Mexico's arbitration law.
UNCITRAL Model Law? If so, any key changes thereto? 2006 version?	<p>The relevant provisions of the Commerce Code have incorporated almost entirely the 1985 UNCITRAL Model Law with minor deviations, and the Commerce Code contains only a portion of the 2006 amendments, particularly option I of Article 7.</p> <p>The provisions of the UNCITRAL Model Law that principally changed from the 1985 version to the 2006 version were articles 1 (2), 7 and 35 (2). In addition, a new chapter IV A was adopted to replace article 17, and a new article 2 A was added.</p> <p>With respect to Article 7, Article 1423 of the Commerce Code incorporates the 1985 version, and with respect to the 2006 revised Article, no statutory provisions were amended, thus following option I of Article 7. Furthermore, with respect to Article 35(2), Article 1461 of the Commerce Code incorporates the 1985 version, and with respect to the 2006 version no changes were introduced.</p> <p>On the other hand, with respect to the revised version of Article 17, which incorporates Chapter IV A, the Commerce Code recognizes in Article 1433 the power of the arbitral tribunal to order preliminary measures and to require any party to provide adequate security in connection with such measure. However, this article retains the 1985 version, and no changes have been made in relation to the 2006 version.</p> <p>Finally, Article 17J of the 2006 Model Law reflects the power of national courts to grant preliminary measures, and in this regard, Article 1425 of the Commerce Code provides that before or during any arbitration proceedings the parties may apply to a judge of the national court for interim measures. However, this article existed prior to the 2006 amendment.</p>
Availability of specialized courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No, when judicial intervention is required, the federal judge of the first instance or the judge of the local court of the place where the arbitration takes place shall be competent to hear the case (Article 1422 of the Commerce Code).
Availability of <i>ex parte</i> pre-arbitration interim measures?	The Commerce Code at Articles 1470 and 1472-1476 establishes a procedure for granting interim relief by the judiciary, pursuant to which all parties should be summoned to the proceeding. Nonetheless, Article 1478 provides for the complete discretion of judges when granting interim measures. Mexican courts have granted <i>ex parte</i> pre-arbitration interim measures in the 'provisional order' form to ensure that the intended measures are effective provisionally before the final and definitive decision on the adoption of the measures is rendered by the court (See, e.g. <a href="https://sjf2.scjn.gob.mx/detalle/tesis/2012480">https://sjf2.scjn.gob.mx/detalle/tesis/2012480</a> ).

Courts' attitude towards the competence-competence principle?	Mexican law establishes the principle of competence-competence in Article 1432 of the Commerce Code.
May an arbitral tribunal render a ruling on jurisdiction (or other issues) with reasons to follow in a subsequent award?	This is not expressly provided in Mexican arbitration law. However, if such a ruling takes the form of an award, it must be in written form and reasoned unless the parties have agreed otherwise (Article 1448).
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Mexican arbitration law, as set out in Article 1457 of the Commerce Code, does not establish grounds for annulment additional to those set out in the New York Convention and UNCITRAL Model Law of 2006.
Do annulment proceedings typically suspend enforcement proceedings?	This is not automatic. Article 1463 provides that the judge has the discretion to stay enforcement of award when an annulment or stay has been requested. In addition, under article 1477 of the Commerce Code, if both enforcement and annulment proceedings are exercised, both may be consolidated in a single process.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Pursuant to Article 1462 of the Commerce Code, Mexican courts <i>may</i> refuse to enforce an award in the limited instance whereby the judge at the seat of arbitration has annulled the award.
If an arbitral tribunal were to order a hearing to be conducted remotely (in whole or in part) despite a party's objection, would such an order affect the recognition or enforceability of an ensuing award in the jurisdiction?	There is no specific legal disposition or jurisprudence with regards to this point. Pursuant to Mexican law, the court must analyse the grounds for annulment or resist enforcement on a case-by-case basis.
Key points to note in relation to arbitration with and enforcement of awards against public bodies at the jurisdiction?	Per Article 80 of the Law of Acquisitions, Leasing, and Services of the Public Sector, Article 115 of the Mexican Oil Company Law, and Article 118 of the Law of the Federal Electricity Commission, such public entities may agree to arbitrate their disputes in terms of the Commerce Code or any other arbitration rules the parties might agree. Thus, in the case of enforcement and annulment proceedings conducted in Mexico, these proceedings shall be conducted following the Commerce Code. However, it should be noted that administrative rescission and early terminations of contracts shall not be subject to arbitration as provided in article 80 of the Law of Acquisitions, Leasing and Services of the Public Sector.
Is the validity of blockchain-based evidence recognised?	There are no specific rules regarding blockchain in Mexican arbitration law. However, digitally based evidence is admitted regularly in practice before Mexican courts if properly offered (e.g. an expert report on electronic bank transfer systems).
Where an arbitration agreement and/or award is recorded on a	There is no specific legislation in Mexico regarding blockchain-based arbitration agreements. Under Articles 1448 and 1423 of the

<p>blockchain, is it recognised as valid?</p>	<p>Commerce Code, arbitration awards and agreements respectively are to be in writing. In 2021 Mexican courts enforced an award rendered by the Kleros platform using its protocols, since the decision was thereafter reflected in a traditional written award in conformity with the Commerce Code.</p>
<p>Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?</p>	<p>There is no specific legislation regarding blockchain in Mexican arbitration law.</p>
<p>Other key points to note?</p>	<p>∅</p>

## JURISDICTION DETAILED ANALYSIS

### 1. The legal framework of the jurisdiction

#### 1.1 Is the arbitration law based on the UNCITRAL Model law? 1985 or 2006 version?

Yes, the 1985 version.

##### 1.1 If yes, what key modifications if any have been made to it?

The provisions of the UNCITRAL Model Law that changed from the 1985 version to the 2006 version were principally articles 1 (2), 7 and 35 (2). In addition, a new chapter IV A was adopted to replace article 17, and a new article 2 A was added.

With respect to Article 7, Article 1423 of the Commerce Code incorporates the 1985 version, and with respect to the 2006 revised Article, no statutory provisions were amended, thus option I of Article 7 remains. Furthermore, with respect to Article 35(2), Article 1461 of the Commerce Code incorporates the 1985 version, and with respect to the 2006 version no changes were introduced.

On the other hand, with respect to the revised version of Article 17, which incorporates Chapter IV A, the Commerce Code recognizes in Article 1433 the power of the arbitral tribunal to order preliminary measures and to require any party to provide adequate security in connection with such measure. However, this article retains the 1985 version, and no changes have been made in relation to the 2006 version.

Finally, Article 17J of the 2006 Model Law reflects the power of national courts to grant preliminary measures, and in this regard, Article 1425 of the Commerce Code provides that before or during any arbitration proceedings the parties may apply to a judge of the national courts for interim measures. However, this article existed prior to the 2006 amendment.

#### 1.2 When was the arbitration law last revised?

The arbitration law contained in the Commerce Code was last revised in 2011.

### 2. The arbitration agreement

#### 2.1 How do the courts in the jurisdiction determine the law governing the arbitration agreement?

No express provision in the Commerce Code provides rules to determine the applicable law to the arbitration agreement when the parties did not agree. However, Article 1457 of the Commerce Code establishes that the court can annul the award if the arbitration agreement is not valid under the law to which the parties have subjected it or if nothing had been indicated in that respect under Mexican law.

#### 2.2 In the absence of an express designation of a 'seat' in the arbitration agreement, how do the courts deal with references therein to a 'venue' or 'place' of arbitration?

Under Article 1436 of the Commerce Code, the arbitral tribunal may determine the seat of the arbitration, taking into account the circumstances of the case, including the convenience of the parties.

#### 2.3 Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?

Yes. Pursuant to Article 1432 of the Commerce Code, the arbitration clause that forms part of a contract will be considered an independent agreement from the other provisions of the contract.

#### 2.4 What are formal requirements (if any) for an enforceable arbitration agreement?

Article 1423 establishes that the arbitration agreement must be in writing and contained in a document signed by the parties or in an exchange of letters, telex, telegrams, facsimiles, or other means of

telecommunication that record the agreement, or in an exchange of claim and answer briefs between the parties in which the existence of the agreement is affirmed by one party and not denied by the other. The reference made in a contract to a document containing an arbitration clause, will constitute an arbitration agreement provided that said contract is in writing and the reference implies that this clause is part of the contract.

**2.5 To what extent, if at all, can a third party to the contract containing the arbitration agreement be bound by said arbitration agreement?**

There are no provisions in the Commerce Code regarding third parties to the contract containing the arbitration agreement, as the Code only mentions the parties to the agreement.

**2.6 Are there restrictions to arbitrability? In the affirmative:**

Yes.

**2.6.1 Do these restrictions relate to specific domains (such as IP, anti-trust, employment law etc.)?**

Mexican law prohibits arbitration of the following subject matters: criminal liability, taxes, family law and civil status, labour disputes, agrarian disputes, territorial resources and waters, exclusive economic zone area resources, sovereign decisions.

**2.6.2 Do these restrictions relate to specific persons (i.e., State entities, consumers etc.)?**

Disputes in which State entities act as an authority have certain limitations, like the termination of administrative contracts, and administrative rescissions, among other things.

**3. Intervention of domestic courts**

**3.1 Will the courts stay litigation if there is a valid arbitration agreement covering the dispute?**

Article 1424 of the Commerce Code provides that the judge hearing a dispute submitted to arbitration will refer the parties to arbitration upon request by one of the parties. Mexican case law affirms the parties' right to refer to arbitration and competence-competence.

**3.1.1 If the place of the arbitration is inside of the jurisdiction?**

Mexican law does not make a distinction in this regard.

**3.1.2 If the place of the arbitration is outside of the jurisdiction?**

Mexican law does not make a distinction in this regard.

**3.2 How do courts treat injunctions by arbitrators enjoining parties to refrain from initiating, halt or withdraw litigation proceedings?**

The Mexican arbitration legislation does not expressly address this issue. We are unaware of a case in which a court was requested to rule in such matters.

**3.3 On what ground(s) can the courts intervene in arbitrations seated outside of the jurisdiction? (Relates to anti-suit injunctions/anti-arbitration injunctions or orders, but not only)**

Pursuant to Commerce Code Article 1415, the Commerce Code's articles generally only apply to arbitrations seated within the territory of Mexico, except for Article 1424 (remission to arbitration), Article 1425 (interim measures provided by a court), and Articles 1461-1463 (recognition and enforcement of arbitral awards). To that extent, a Mexican court may refer parties to a foreign-seated arbitration, provide interim relief in connection with a foreign-seated arbitration, and decide upon the recognition and enforcement of foreign



awards. Mexican law has no mechanism akin to a U.S. 1782 order or foreign-seated injunction orders/requests.

#### **4. The conduct of the proceedings**

##### **4.1 Can parties retain foreign counsel or be self-represented?**

There are no provisions in the Commerce Code regarding qualifications or other requirements for legal representatives during arbitration proceedings. Parties may retain counsel to act on their behalf during the proceedings or represent themselves (Article 1 of the Federal Civil Procedure Code). However, only attorneys admitted to practice in Mexico may appear before Mexican courts.

##### **4.2 How strictly do courts control arbitrators' independence and impartiality? For example, does an arbitrator's failure to disclose suffice for the court to accept a challenge or do courts require that the undisclosed circumstances be of a gravity such as to justify this outcome?**

According to Commerce Code Article 1428, an arbitrator must disclose all circumstances that may give rise to justifiable doubts about their independence and impartiality. A failure to disclose such circumstances – provided they exist– may give rise to the nullity of the arbitral award. We are unaware of a case in which a court was requested to rule in such matters.

##### **4.3 On what grounds do courts intervene to assist in the constitution of the arbitral tribunal (in case of *ad hoc* arbitration)?**

If the arbitral tribunal cannot be constituted pursuant to the agreement or the parties fail to appoint the arbitrators, each of the parties may request that the courts make the sole arbitrator appointment (Article 1427(3)(1)) or appointments (Article 1427(3)(2)).

##### **4.4 Do courts have the power to issue interim measures in connection with arbitrations? If so, are they willing to consider *ex parte* requests?**

Pursuant to Articles 1425 and 1470, Courts have the power to issue interim measures in connection with the arbitration, before or during the arbitration proceedings. The 2011 amendment of the Code of Commerce added broader powers to the judge to assist in the arbitration, as the judge can act with “discretion” to order interim measures according to Article 1478. Regarding the *ex parte* request, in principle, Mexican law does not recognize this since the Commerce Code in Articles 1470 and 1472-1476 establishes a procedure for granting interim relief by the judiciary, pursuant to which all parties should be summoned to the proceeding. Nevertheless, Mexican courts have granted *ex parte* interim measures in the ‘provisional order’ form to ensure that the intended measures can have an effect before the definitive decision on the adoption of the requested measures is decided by the court. (See, e.g., <https://sjf2.scjn.gob.mx/detalle/tesis/2012480>)

##### **4.5 Other than arbitrators’ duty to be independent and impartial, does the law regulate the conduct of the arbitration?**

The Commerce Code’s Articles 1434-1444 set out the Commerce Code's rules regarding the arbitration procedure. Article 1435 establishes the parties’ right to agree upon the procedure followed. Absent such agreement, the arbitral tribunal has broad discretion to conduct the arbitration as it sees fit. Article 1434 establishes the parties’ right to equal treatment and the right to present their case before the arbitral tribunal.

##### **4.5.1 Does it provide for the confidentiality of arbitration proceedings?**

Arbitral proceedings are not subject to confidentiality unless the parties agree otherwise within the arbitration proceedings. It is commonly presumed that the courts may also accept an agreement on confidentiality in the arbitration clause.

#### **4.5.2 Does it regulate the length of arbitration proceedings?**

The Commerce Code does not provide for a specific length of the arbitration. The parties have the freedom to decide on the conduct of the proceedings.

#### **4.5.3 Does it regulate the place where hearings and/or meetings may be held, and can hearings and/or meetings be held remotely, even if a party objects?**

Article 1436 provides that the arbitral tribunal may, unless otherwise agreed by the parties, meet in any place it deems appropriate to hold discussions among its members, hear the parties, witnesses, or experts, or examine merchandise or other property or documents. There is no express regulation on remote hearings taking place, even if a party objects.

#### **4.5.4 Does it allow for arbitrators to issue interim measures? In the affirmative, under what conditions?**

Under Article 1433, the arbitral tribunal may, at the request of one of the disputing parties, order the adoption of the necessary precautionary measures regarding the object of the dispute. The arbitral tribunal may require a sufficient guarantee concerning these measures from either party.

#### **4.5.5 Does it regulate the arbitrators' right to admit/exclude evidence?**

There are no specific provisions in connection with witness testimony, as the parties can freely agree on the arbitral proceedings per Article 1435. Additionally, Article 1444 of the Commerce Code provides that the arbitral tribunal, or either party with the tribunal's approval, may request the court to compel the submission of any evidence.

#### **4.5.6 Does it make it mandatory to hold a hearing?**

Article 1440 provides that unless otherwise agreed by the parties, the arbitral tribunal shall decide whether hearings are to be held for the presentation of evidence or oral argument or the proceeding are to be conducted based on documents and other evidence. If the parties have not agreed against holding hearings, the arbitral tribunal may decide to hold such hearings at the appropriate stage of the proceedings, at the request of one of the parties. Also, the parties shall be notified in advance and with enough time of any hearing or meetings of the tribunal to inspect merchandise, goods, or documents.

#### **4.5.7 Does it prescribe principles governing the awarding of interest?**

Mexican law does not provide for principles governing the awarding of interest.

#### **4.5.8 Does it prescribe principles governing the allocation of arbitration costs?**

According to Article 1453 of the Commerce Code, the arbitral tribunal shall fix arbitration costs in the award. Article 1455 further provides that the unsuccessful party shall bear the costs of the arbitration; however, the arbitral tribunal may distribute the costs between the parties if it decides this is reasonable according to the specific circumstances of each case.

### **4.6 Liability**

#### **4.6.1 Do arbitrators benefit from immunity from civil liability?**

In México, there are no special provisions that protect or limit the civil liability of arbitrators, thus the general rules of civil liability for professional service providers would apply.

#### **4.6.2 Are there any concerns arising from potential criminal liability for any of the participants in an arbitration proceeding?**

Generally, there are no particular concerns regarding criminal liability for any of the participants in an arbitral process.

### **5. The award**

#### **5.1 Can parties waive the requirement for an award to provide reasons?**

Yes, Parties can waive the requirement for an award to provide reasons. According to Article 1448 of the Commerce Code, the arbitral tribunal's award must provide for reasons unless the parties have agreed otherwise, or the award is made under the terms agreed by the parties following Article 1447 (settlement).

#### **5.2 Can parties waive the right to seek the annulment of the award? If yes, under what conditions?**

There is no settled precedent on this matter that we are aware of. However, there are certain grounds for annulment based on the protection of public order and social interest, which cannot be waived.

#### **5.3 What atypical mandatory requirements apply to the rendering of a valid award rendered at a seat in the jurisdiction?**

No atypical requirements. Article 1448 reflects UNCITRAL Model law by establishing that the award will be in writing and signed by the arbitrator(s). In arbitration proceedings with more than one arbitrator, the signatures of most of the arbitral tribunal members will suffice, provided that the reasons for the lack of one or more signatures are recorded.

#### **5.4 Is it possible to appeal an award (as opposed to seeking its annulment)? If yes, what are the grounds for appeal?**

It is not possible to appeal an award; only annulment is allowed.

#### **5.5 What procedures exist for the recognition and enforcement of awards, what time-limits apply and is there a distinction to be made between local and foreign awards?**

Article 1458 indicates that a request for annulment must be submitted within three months from the date the award is notified or from the date the arbitral tribunal resolved a request for interpretation and additional award (according to Articles 1450 and 1451). There is no distinction between local and foreign awards, as Articles 1461 and 1462 clarify that awards will be enforced "regardless of the country of the seat." Articles 1472 to 1476 of the Commerce Code contain a special procedure for recognizing and enforcing awards.

#### **5.6 Does the introduction of annulment or appeal proceedings automatically suspend the exercise of the right to enforce an award?**

Under Article 1463, the judge has the discretion to stay the enforcement of an award when a request to annul or stay is submitted. In addition, consolidation of the annulment and enforcement proceedings is possible under article 1477 of the Commerce Code.

#### **5.7 When a foreign award has been annulled at its seat, does such annulment preclude the award from being enforced in the jurisdiction?**

According to Article 1462 (l)(e), a judge may deny recognition or enforcement of an award, irrespective of the country where issued, when the court at the seat annuls or suspends the award.

## 5.8 Are foreign awards readily enforceable in practice?

Articles 1461 and 1462 establish that an award shall be recognised and enforceable in Mexico regardless of the seat of arbitration.

## 6. Funding arrangements

### 6.1. Are there laws or regulations relating to, or restrictions to the use of contingency or alternative fee arrangements or third-party funding at the jurisdiction? If so, what is the practical and/or legal impact of such laws, regulations or restrictions?

There are no restrictions on third-party funding or contingency fees for attorneys.

## 7. Arbitration and technology

### 7.1 Is the validity of blockchain-based evidence recognised?

There are no dispositions in this regard. However, computer or digital forensic evidence supported by validation of an expert is widely accepted by Mexican courts.

### 7.2 Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?

There is no legislation in Mexico in that regard. However, a relevant precedent in this regard took place in 2021 when Mexican courts ruled on a dispute regarding a civil lease of an apartment. In the lease agreement an arbitration clause was incorporated., which mandated that the sole arbitrator had to refer the case the Kleros platform and incorporate its decision into a traditional award, which was properly enforced by the Mexican courts.

### 7.3 Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?

There is no disposition in the Mexican Commerce Code that regulates this, but Mexican Courts in 2021 recognized an arbitration award rendered by the Kleros platform (which uses a blockchain protocol to solve the disputes) for the first time.

### 7.4 Would a court consider an award that has been electronically signed (by inserting the image of a signature) or more securely digitally signed (by using encrypted electronic keys authenticated by a third-party certificate) as an original for the purposes of recognition and enforcement?

There are no specific regulations in that regard. However, the use of secure electronic signatures (e.g., the taxpayers' unique electronic signature, e.firma) is widely accepted in any procedures before Mexican Courts. Notwithstanding, the use of a standard electronic signature will not be accepted.

## 8. Is there likely to be any significant reform of the arbitration law in the near future?

There is no reform that we know of in the near future.

## 9. Compatibility of the Delos Rules with local arbitration law

Mexican arbitration law is compatible with the Delos rules.

## 10. Further reading

Arbitraje, by Francisco González de Cossío (2018), ed. Porrúa.

Mexico – Law and Practice, by Claus von Wobeser and Adrián Magallanes (2017), Chambers Global Practice Guides of International Arbitration, available at:

[https://www.vonwobeser.com/images/PDF\\_news/PDF\\_articles/2017/Claus-Von-Wobeser-Adrian-Magallanes--Chambers-Partners-Global-Practice-Guides-International-Arbitration-Mexico.pdf](https://www.vonwobeser.com/images/PDF_news/PDF_articles/2017/Claus-Von-Wobeser-Adrian-Magallanes--Chambers-Partners-Global-Practice-Guides-International-Arbitration-Mexico.pdf)

## ARBITRATION INFRASTRUCTURE AT THE JURISDICTION

Leading national, regional and international arbitral institutions based out of the jurisdiction, <i>i.e.</i> with offices and a case team?	<i>Centro de Arbitraje de México CAM</i> (Mexico's Arbitration Center) <a href="https://camex.com.mx/arbitros/">https://camex.com.mx/arbitros/</a> <i>Camara Nacional de Comercio CANACO</i> (National Chamber of Commerce) <a href="https://www.arbitrajecanaco.com.mx/es/">https://www.arbitrajecanaco.com.mx/es/</a>
Main arbitration hearing facilities for in-person hearings?	Hearings usually take place in business centres, law firms, or hotels. We are not aware of specialized arbitration hearing facilities.
Main reprographics facilities in reasonable proximity to the above main arbitration providers with offices in the jurisdiction?	While the market offers multiple options, no provider is qualified as the primary provider of such hearing facilities.
Leading local providers of court reporting services, and regional or international providers with offices in the jurisdiction?	Local providers of court reporting services <a href="http://estenografiamos.com/">http://estenografiamos.com/</a> Court reporting services are also regularly contracted with providers outside the jurisdiction.
Leading local interpreters for simultaneous interpretation between English and the local language, if it is not English?	<i>Directum translations</i> is one of the leading local companies providing simultaneous interpretation from English to Spanish.
Other leading arbitral bodies with offices in the jurisdiction?	∅