

Jurisdiction in online cross-border consumer contracts

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The European Union regulates the international consumer contract according to the protection of the weaker party. The private autonomy is a basic principle and is founded on the legal equality of the parties. However, sometimes certain factors introduce distortions in the legal relationship which is translated in an abnormal bargaining power of one party over the other. So it happens in the international consumer contract. In general, the exercise of a commercial activity in the international market requires greater preparation and organization. In what concerns international contracts concluded by consumers through the internet the fragility of the consumer is great. The internet has a worldwide reach and the delocalization of the users gives an international nature to most of the activities that occur there. The regulation of international consumer contracts by the E.U. mainly focuses on two key issues: on the one hand, the determination of the court that has jurisdiction to settle disputes arising from such contracts, through rules on international jurisdiction; on the other hand, the determination of the applicable law. The evolution of the regulation of international consumer contracts in Europe was determined by the need to adapt the existing rules to the demands of e-commerce. We will try to explain how the current international jurisdiction rules aims to cover international consumer contracts concluded on-line and the difficulties that this application carries due to the diffuse nature of the internet, taking into account the recent decisions of the European Court of Justice about this subject.