

Information release

The Supreme Court protects consumers: they will not pay costs if they win in the second instance

From now on, companies will have to bear the costs of the second instance when a consumer wins a claim for unfair terms.

Madrid, 19 January 2026.- The Supreme Court has made a significant shift in its doctrine with rulings 1785/2025, 1786/2025 and 1796/2025, dated 4 and 5 December 2025, reinforcing consumer protection. The Plenary Session of the First Chamber establishes that, in cases of nullity of unfair terms, if the consumer wins on appeal, it will be the professional who must bear the costs of the appeal.

This change represents a historic advance in the defence of consumer rights against banks and companies that include unfair terms in their contracts. It recognises the inequality between the parties and makes it easier for consumers to claim without fear of facing high costs.

Until now, in the first instance, when a clause was declared unfair, the professional was obliged to pay all the costs of the trial, even if the consumer only obtained part of what they had requested. This protection, in line with European regulations, sought to prevent consumers from being discouraged from claiming for fear of the costs.

However, in the second instance, the situation was different. Until December 2025, if the case went to appeal, each party had to bear its own costs, which could deter consumers from pursuing their claim, even when they were in the right.

With these recent rulings, the Supreme Court has concluded that this system was unfair. From now on, if the consumer wins on appeal, either in whole or in part, the professional must bear all the costs of the appeal. In this way, consumers will be able to defend their rights in the second instance against unfair terms without fear of having to bear the costs of the legal proceedings.

Source of information: [General Council of Spanish Lawyers](#)