

In “The Online Casino” (sv. *Nätkasinot*) Case, the Supreme Court Expands the Scope of Section 33 of the Swedish Contracts Act

On 1 July 2025, the Swedish Supreme Court delivered its judgment in case T 607-24 (“The Online Casino”), expanding the application of Section 33 of the Swedish Contracts Act (sv. *Avtalslagen* (1915:218)) – a provision that has historically been extremely difficult to successfully invoke in Swedish legal practice.

The Supreme Court found that the parties’ performances under a gambling contract between an operator and a player should be reversed, as the player suffered from severe gambling addiction and the operator, with knowledge of this, had directed aggressive marketing directly at the player for a type of gambling product that is particularly high-risk. Between 2009 and 2014, the player wagered nearly EUR 15 million, incurring a total net loss of approximately SEK 8 million.

According to Section 33 of the Contracts Act, a contract may not be enforced if, at the time of its conclusion, circumstances existed such that it would be contrary to good faith and decency (“*tro och heder*”) to invoke the contract, and the counterparty was aware of those circumstances. The Supreme Court found that the operator had access to and utilised detailed data on the player’s gambling behaviour, which clearly indicated severe gambling problems. Despite this knowledge, the operator continued to target the player with aggressive marketing, including extensive bonus offers, and the type of gambling offered was among the most addictive forms available.

The Court emphasised that Section 33 is intended for contracts concluded under dishonest or otherwise improper circumstances, and that the provision may be applied, for example, where a contracting party, due to illness, intoxication, or other reasons, was unable to clearly assess the meaning or consequences of the contract (cf. the 1914 legislative proposal on contracts and other legal acts in the field of property law, p. 134). While the provision primarily targets a specific legal act, it also allows for a broader assessment of the contractual situation and its legal and practical consequences. The Court concluded that it would be contrary to good faith and decency to invoke the gambling contracts entered into during the relevant period. As a result, the operator was ordered to pay the player just over EUR 500,000, corresponding to the player’s net losses.

In Swedish law, it has traditionally been difficult to succeed with claims based on Section 33 of the Contracts Act. This judgment opens the door for restitution of performances under civil law contracts where one party is significantly weaker than the other, and the stronger party is aware of circumstances making it unconscionable to enforce the contract against the weaker party. The responsibility thus rests with the stronger party to ensure that a contracting party with a known vulnerability is not exploited. This development is likely to result in an increase in claims of unconscionability and restitution of performances under Sections 30–36 of the Contracts Act.