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Second Circuit Doubles Down On Decision Prohibiting Unilateral Revocation of Consent From Bilateral Contract

Article By:

Michael P. Daly

We reported in June on a [Second Circuit decision](#) holding that a consumer cannot unilaterally revoke consent that she provided in a bilateral contract. “It is black letter law,” the court explained, “that one party may not alter a bilateral contract by revoking a term without the consent of a counterparty,” and that “consent to another’s actions can ‘become irrevocable’ when it is provided in a legally binding agreement.” As a result, the TCPA “does not permit a consumer to revoke his consent to be called when that consent forms part of a bargained-for exchange.”

The Plaintiff filed a motion for panel rehearing or, in the alternative, rehearing en banc. On October 20, 2017, the Second Circuit [denied that motion](#) in a three-sentence Order that says simply that “the petition is denied.” Its earlier decision therefore continues to weigh heavily in favor of including consent provisions in customer-facing contracts.

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