

**Request for a preliminary ruling from the Juzgado de Primera Instancia No 2 de Santander (Spain) lodged on 23 March 2016 — Banco Bilbao Vizcaya Argentaria, S.A. v Fernando Quintano Ujeta and María Isabel Sánchez García**

**(Case C-167/16)**

(2016/C 200/16)

*Language of the case: Spanish*

**Referring court**

Juzgado de Primera Instancia No 2 de Santander

**Parties to the main proceedings**

*Applicant:* Banco Bilbao Vizcaya Argentaria, S.A.

*Defendants:* Fernando Quintano Ujeta and María Isabel Sánchez García

**Questions referred**

1. Are Articles 6(1) and 7(1) of Council Directive 93/13/EEC <sup>(1)</sup> of 5 April 1993/13 on unfair terms in consumer contracts compatible with the fact that a finding that an accelerated repayment clause, which is the grounds for enforcement proceedings, is unfair does not give rise to any consequences in the legal proceedings in which that finding is made?
2. Are Articles 6(1) and 7(1) of Directive 93/13 compatible with an interpretation whereby the consequences of a finding that an accelerated repayment clause is unfair are made conditional upon the specific characteristics of the proceedings for which the seller or supplier may opt?
3. Is an interpretation to the effect that, although a pre-formulated clause allows accelerated maturity in a long-term contract for breach that is not serious, leaving the consumer in worse circumstances than those resulting from the supplemental national provision, the clause would not be void solely because a corrective rule exists in the national procedural provision that is applicable only in the specific procedure chosen by the seller or supplier and only if certain conditions are fulfilled, compatible with Articles 6(1) and 7(1) of Directive 93/13?
4. Is Article 693.3 [of the] Code of Civil Procedure <sup>(2)</sup> an appropriate and effective remedy that enables the consumer to remedy the effects of an unfair accelerated repayment clause, account being taken of the fact that he must pay the interest and costs?
5. Is a national procedural law which grants rights to a consumer that he can rely upon in specially expedited enforcement proceedings which the seller or supplier may choose from among other options, in which such rights are unknown, consistent with the principle of effectiveness of Directive 93/13 and with the Charter of Fundamental Rights of the European Union? <sup>(3)</sup>

<sup>(1)</sup> OJ 1993 L 95, p. 29.

<sup>(2)</sup> Ley de Enjuiciamiento Civil (LEC).

<sup>(3)</sup> OJ 2000 C 364, p. 1.

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**Request for a preliminary ruling from the Sofiyski Rayonen Sad (Bulgaria) lodged on 24 March 2016 — Criminal proceedings against Trayan Beshkov**

**(Case C-171/16)**

(2016/C 200/17)

*Language of the case: Bulgarian*

**Referring court**

Sofiyski Rayonen Sad