

**Request for a preliminary ruling from the Landesgericht Linz (Austria) lodged on 8 October 2018 —  
HK, IJ v Deutsche Lufthansa AG**

**(Case C-630/18)**

(2019/C 54/05)

*Language of the case: German*

**Referring court**

Landesgericht Linz

**Parties to the main proceedings**

*Applicants:* HK, IJ

*Defendant:* Deutsche Lufthansa AG

The case was removed from the Register of the Court of Justice by order of the Court of 15 November 2018.

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**Request for a preliminary ruling from the Tribunalul Specializat Mureş (Romania) lodged on  
7 November 2018 — SC Raiffeisen Bank SA v JB**

**(Case C-698/18)**

(2019/C 54/06)

*Language of the case: Romanian*

**Referring court**

Tribunalul Specializat Mureş

**Parties to the main proceedings**

*Applicant:* SC Raiffeisen Bank SA

*Defendant:* JB

**Questions referred**

1. Do the provisions of Council Directive 93/13/EEC on unfair terms in consumer contracts, <sup>(1)</sup> in particular the 12<sup>th</sup>, 21<sup>st</sup> and 23<sup>rd</sup> recitals and Articles 2(b), 6(1), 7(2) and 8 thereof, permit, in accordance with the principle of procedural autonomy and the principle of equivalence and effectiveness, a set of means of legal recourse that consists in an ordinary legal action, not subject to any limitation period, to establish the unfairness of certain terms in a consumer contract and an ordinary legal action of a personal and pecuniary nature that is subject to a limitation period, which is used in pursuit of the directive's aim of eliminating the effects of all obligations arising and performed under clauses which are found to be unfair to consumers?
2. In the event that the first question is answered in the affirmative, do those same provisions preclude an interpretation, derived from application of the principle of the certainty of civil-law legal relationships, according to which the objective point in time by which the consumer must have known or should have known of the existence of the unfair terms is the time at which the loan agreement with that consumer came to an end?

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<sup>(1)</sup> Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).