

Request for a preliminary ruling from the Judecătoria Sectorului 2 București (Romania) lodged on 1 October 2019 — IO v Impuls Leasing România IFN SA

(Case C-725/19)

(2020/C 54/17)

Language of the case: Romanian

Referring court

Judecătoria Sectorului 2 București

Parties to the main proceedings

Applicant: IO

Defendant: Impuls Leasing România IFN SA

Question referred

Taking into account the principle of effectiveness, is Directive 93/13/EEC ⁽¹⁾ to be interpreted as precluding national legislation, such as the Romanian legislation in force concerning the conditions under which an objection to enforcement is admissible, namely Article 713(2) of the Code of Civil Procedure, as amended by Law No 310/2018, pursuant to which, in the context of an objection to enforcement, the examination, at the request of the consumer or by the court acting of its own motion, of whether the terms of a leasing contract that constitutes the enforceable instrument are unfair is precluded because it is possible to bring a common law action in which a contract concluded between a ‘consumer’ and a ‘seller or supplier’ may be examined in order to determine whether it contains unfair terms within the meaning of that directive?

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

Request for a preliminary ruling from the Tribunalul București (Romania) lodged on 4 October 2019 — ITH Comercial Timișoara SRL v Agenția Națională de Administrare Fiscală – Direcția Generală Regională a Finanțelor Publice București – Agenția Națională de Administrare Fiscală — Direcția Generală Regională a Finanțelor Publice București — Administrația Sector 1 a Finanțelor Publice

(Case C-734/19)

(2020/C 54/18)

Language of the case: Romanian

Referring court

Tribunalul București