



C/2023/628

13.11.2023

Judgment of the Court (Ninth Chamber) of 21 September 2023 (request for a preliminary ruling from the Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie — Poland) — AM, PM v mBank S.A.

(Case C-139/22, ⁽¹⁾ mBank (Polish register of unlawful terms))

(Reference for a preliminary ruling — Directive 93/13/EC — Unfair terms in consumer contracts — Mortgage loan contract index-linked to a foreign currency — Criteria for assessment of whether a conversion clause is unfair — National register of standard business terms which are held to be unlawful — Duty to provide information)

(C/2023/628)

Language of the case: Polish

Referring court

Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie

Parties to the main proceedings

Applicants: AM, PM

Defendant: mBank S.A.

Intervening party: Rzecznik Finansowy

Operative part of the judgment

1. Article 3(1), Article 7(1) and Article 8 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as not precluding a contractual term which has not been individually negotiated from being regarded as unfair by the national authorities concerned merely by virtue of the fact that its content is equivalent to that of a standard contract term entered in the national register of standard business terms held to be unlawful.
2. Article 3(1) of Directive 93/13 must be interpreted as meaning that a contractual term which, because of the circumstances for the performance of certain obligations of the consumer concerned provided for in that term, must be regarded as unfair, may not cease to be considered unfair on account of another term of that contract which provides for the possibility for that consumer to perform those obligations under different circumstances.
3. Article 4(2) of Directive 93/13, read in conjunction with Article 2(b) thereof, must be interpreted as meaning that a seller or supplier is obliged to inform the consumer concerned of the essential characteristics of the contract concluded with that seller or supplier and the risks associated with that contract, even though that consumer is its employee and has relevant knowledge in the field of the contract.

⁽¹⁾ OJ C 294, 1.8.2022.