



C/2024/2012

18.3.2024

**Request for a preliminary ruling from the Okresní soud v Teplicích (Czech Republic) lodged on
20 November 2023 — innogy Energie, s.r.o. v QS**

(Case C-749/23, Innogy Energie)

(C/2024/2012)

Language of the case: Czech

Referring court

Okresní soud v Teplicích (Czech Republic)

Parties to the main proceedings

Applicant: Innogy Energie, s.r.o.

Defendant: QS

Questions referred

1. Does the spirit and purpose of Directive 93/13/EEC ⁽¹⁾ prevent Article 3 thereof in conjunction with the Annex thereto, point 1(e), concerning unfair contractual terms in consumer contracts, in conjunction with Article 5 thereof concerning written terms drafted in plain and intelligible language, and the principle of effectiveness under Article 7 thereof, from being interpreted to the effect that a contractual penalty set out in an adhesion contract in the part 'Other Stipulations', on page 1/2 (first page of the contract) is deemed — even though (contrary to common practice in consumer contracts), this 'first' page does not feature any identification data of the parties, nothing is to be physically filled in, and the contractual penalty is included in the section 'Other Stipulations', which appears to be an unimportant provision — to constitute a regular part of a written contract between the consumer and the supplier, inasmuch as the consumer may be required to become duly acquainted with this page of the contract, when the second page of the contract (2/2), which is actually filled in and signed, features adequate indication that this is page two of the contract by being marked 2/2?
2. Does the spirit and purpose of Directive 93/13/EEC prevent Article 3 thereof in conjunction with the Annex thereto, point 1(e), and/or Article 12(3) of Directive (EU) 2019/944 ⁽²⁾ of the European Parliament and of the Council from being interpreted such that, in the event of the termination of a fixed-price energy contract for a fixed term by the supplier due to a breach of obligation by the consumer, the amount of the actual direct economic loss sustained by the supplier due to the premature termination of the contract with the consumer **is not** decisive?

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

⁽²⁾ Directive (EU) 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity and amending Directive 2012/27/EU (OJ 2019 L 158, p. 125)