



C/2024/3056

13.5.2024

Request for a preliminary ruling from the Sąd Rejonowy dla Warszawy – Śródmieścia w Warszawie (Poland) lodged on 1 February 2024 – Zwrotybankowe.pl sp. z o.o. v Powszechna Kasa Oszczędności Bank Polski S.A.

(Case C-80/24, Zwrotybankowe.pl)

(C/2024/3056)

Language of the case: Polish

Referring court

Sąd Rejonowy dla Warszawy - Śródmieścia w Warszawie

Parties to the main proceedings

Applicant: Zwrotybankowe.pl sp. z o.o.

Defendant: Powszechna Kasa Oszczędności Bank Polski S.A.

Questions referred

1. Must Article 22(2) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC ⁽¹⁾ (OJ 2008 L 133, p. 66) be interpreted as precluding national legislation that allows a consumer to assign the rights conferred on him or her by the national legislation implementing the directive to a third party who is not a consumer?
2. Must Articles 6(1) and 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ⁽²⁾ ([...] OJ 1993 L 95, p. 29) be interpreted as meaning that the court's obligation to examine of its own motion the unfairness of a contractual term also applies to a term in a claim assignment agreement concluded between a consumer and a third party, if in the proceedings before the court the third party relies on that agreement as the basis for its standing to bring an action against the seller or supplier who was the consumer's original counterparty?

⁽¹⁾ OJ 2008 L 133, p. 66.

⁽²⁾ OJ 1993, L 95, p. 29.