



C/2024/7292

16.12.2024

Judgment of the Court (Tenth Chamber) of 24 October 2024 (request for a preliminary ruling from the Sąd Okręgowy w Warszawie – Poland) – LB, JL v Getin Noble Bank S.A.

(Case C-347/23, ⁽¹⁾ Zabitoń) ⁽²⁾

(Reference for a preliminary ruling – Consumer protection – Directive 93/13/EEC – Unfair terms in consumer contracts – Article 2(b) – Definition of ‘consumer’ – Mortgage loan agreement indexed to a foreign currency – Natural person who has acquired a residential property to be leased for consideration)

(C/2024/7292)

Language of the case: Polish

Referring court

Sąd Okręgowy w Warszawie

Parties to the main proceedings

Applicants: LB, JL

Defendant: Getin Noble Bank S.A.

Operative part of the judgment

Article 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

must be interpreted as meaning that a natural person who enters into a mortgage loan agreement in order to finance the purchase of a single residential property to be leased for consideration comes under the concept of ‘consumer’, within the meaning of that provision, where that natural person acts for purposes that are outside his or her trade, business or profession. The mere fact that that natural person seeks to earn income from the management of that property cannot, in itself, lead to the exclusion of that person from the scope of the concept of ‘consumer’, within the meaning of that provision.

⁽¹⁾ OJ C 321, 11.9.2023.

⁽²⁾ The name of the present case is a fictitious name. It does not correspond to the real name of any party to the proceedings.