



C/2025/532

3.2.2025

**Request for a preliminary ruling from the Sąd Okręgowy w Warszawie (Poland) lodged on
30 October 2024 – mBank S.A. v KŁ and JŁ**

(Case C-752/24, Jangielak) ⁽¹⁾

(C/2025/532)

Language of the case: Polish

Referring court

Sąd Okręgowy w Warszawie

Parties to the main proceedings

Party initiating the proceedings before the referring court: mBank S.A.

Other parties to the proceedings: KŁ and JŁ

Question referred

Must Article 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, ⁽²⁾ and the principles of effectiveness, proportionality, legal certainty and of the right of access to a court or tribunal, be interpreted as precluding a judicial interpretation of national legislation according to which the limitation period for a seller or supplier's claim against a consumer for the return of undue payments under the contract, which has become null and void because it contains unfair terms, is interrupted by an action for payment brought by the bank before the definitive conclusion of proceedings brought earlier by the consumer for a declaration that the loan contract is null and void?

⁽¹⁾ The name of the present case is a fictitious name. It does not correspond to the real name of any party to the proceedings.

⁽²⁾ OJ 1993 L 95, p. 29.