



**Request for a preliminary ruling from the Tribunal judiciaire de Montbéliard (France) lodged on
11 June 2025 – Compagnie Européenne de Garanties et Cautions (CEGC) v EO, LA**

(Case C-388/25, Compagnie Européenne de Garanties et Cautions II)

(C/2025/5810)

Language of the case: French

Referring court

Tribunal judiciaire de Montbéliard

Parties to the main proceedings

Applicant: Compagnie Européenne de Garanties et Cautions (CEGC)

Defendants: EO, LA

Questions referred

1. Should Directive 93/13/EEC of 5 April 1993, ⁽¹⁾ the principle of the effectiveness of EU law and the principle of the binding force of contracts, implicitly provided for by Directive 93/13 and the Court's case-law, be interpreted to mean that they make it possible or necessary to deviate from a rule of national law which prohibits a judge from assessing and penalising a bank's breach of a clause in a credit agreement for immovable property relating to the conditions under which the contract can be terminated by the bank in the event that the borrower defaults, where the professional guarantor guaranteeing this loan has paid off the bank's claim against the consumer after the bank accelerated the amounts outstanding?
2. Should Directive 93/13/EEC of 5 April 1993 and the principle of the effectiveness of EU law be interpreted to mean that they make it possible or necessary to make a finding of unfairness in respect of a term in a credit agreement for immovable property stipulating that the consumer will repay the guarantee paid by a professional guarantor if that consumer has not been informed that the guarantor's payment of the debt, in the event that the borrower defaults, will result in the guarantor having a right of individual redress against the borrower, rendering unenforceable against the guarantor any breaches of the provisions of the credit agreement and any breaches of national and EU consumer law committed by the creditor?

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