C/2026/1336

16.3.2026

Request for a preliminary ruling from the Juzgado de Primera Instancia n.º 5 de Cartagena (Spain) lodged on 1 December 2025 – Banco de Sabadell, S. A. v VQ and the as yet unclaimed estate and unknown heirs of LT

(Case C-775/25, Monaiz [1]**)**

(C/2026/1336)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia n.º 5 de Cartagena

Parties to the main proceedings

Applicant: Banco de Sabadell, S. A.

Defendant: VQ and the as yet unclaimed estate and unknown heirs of LT

Questions referred

1. Must Articles 3, 6 and 7 of Directive 93/13/EEC [2] be interpreted as meaning that they preclude a national provision such as Article 695(1)(4) of the LEC [3], as it is interpreted by the Provincial Courts, which prevents the assessment of the unfairness of terms that have not been applied by the creditor when calculating the debt that it is claiming, but which were applied previously, and that assessment could make it possible to offset the amounts that were unduly paid?

2. If it is possible to review the unfairness of those terms, must Articles 6 and 7 of Directive 93/13/EEC and the principle of effectiveness be interpreted as meaning that they preclude a national provision such as Article 695(2) of the LEC, which prevents consumers from submitting documentation after filing their opposition to enforcement, does not provide that the court may, of its own motion, obtain evidence in that regard and prevents the amount from being determined subsequent to the decision bringing an end to the opposition to the enforcement proceedings?

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

[3] Ley 1/2000, de Enjuiciamiento Civil (Law 1/2000 on the Civil Procedure Code), of 7 January 2000.