C/2026/279

26.1.2026

Request for a preliminary ruling from the Sąd Okręgowy Warszawa-Praga w Warszawie (Poland) lodged on 5 September 2025 – RV and YW v Powszechna Kasa Oszczędności Bank Polski S.A.

(Case C-586/25, Cedrosiwicz [1])

(C/2026/279)

Language of the case: Polish

Referring court

Sąd Okręgowy Warszawa-Praga w Warszawie

Parties to the main proceedings

Applicants: RV and YW

Defendant: Powszechna Kasa Oszczędności Bank Polski S.A.

Questions referred

1. Does the principle of interpretation of national law in conformity with EU law arising from Article 4(3) of the Treaty on European Union (OJ 2012 C-326 of 26 October 2012,\u0020p. 13–190) and the case-law of the Court of Justice of the European Union require a broad interpretation of a provision such as Article 840(1)(1) and (2) of the ustawa z dnia 17 listopada 1964 r. – Kodeks postępowania cywilnego (Law of 17 November 1964 establishing the Code of Civil Procedure, Dziennik Ustaw (Journal of Laws) of 2020, item 1575, as amended) ('the KPC') in order for the grounds for annulment stipulated therein to apply to an order for payment issued by a court under the order for payment procedure pursuant to Article 485(3) of the KPC, in effect until 7 November 2019, if the basis for the consumers' application seeking the annulment of an enforceable order for payment is the plea that the loan agreement contains unfair contractual terms, and the defendants – despite having received a copy of the order for payment – did not file objections to the order within the statutory deadline?

   — if the answer to Question 1 is in the affirmative:

2. Must Article 4(2) in fine of Council Directive 93/13/EEC on unfair terms in consumer contracts [2] be interpreted as meaning that a term of a loan agreement – concluded with a consumer before the entry into force of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 [3] – introducing a variable interest rate clause, which has as one of its elements the WIBOR benchmark, can be considered to be expressed in 'plain intelligible language' if, at the same time:

   (a) the bank informed the borrower that the variable interest rate consisted of a margin and the benchmark;

   (b) the bank did not inform the borrower how and by whom the benchmark was determined or how the benchmark had changed in previous years;

   (c) with respect to the benchmark, the agreement refers to an external information service to which the consumer is not guaranteed access during the whole lending period and in the period after the expiry of the agreement, when he or she can invoke rights arising from the inclusion of unfair terms in the agreement?

[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.
[3] Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) N° 596/2014 (OJ 2016 L 171, p. 1).

3. Must Article 3(1) of Council Directive 93/13/EEC be interpreted as meaning that a term of a loan agreement concluded with a consumer – stipulating that the factor which affects changes in the interest rate is the WIBOR benchmark, which, on the date the parties concluded the loan agreement, was not regulated by generally applicable laws, but was determined by a third party that was not subject to institutional supervision, with the lending bank having an indirect influence over the level of that benchmark – causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer?

— if the answer to the foregoing questions is in the affirmative:

4. Must Article 6(1), read in conjunction with Article 7(1) of Council Directive 93/13/EEC, be interpreted as meaning that if a term stipulating a variable interest rate is deemed unfair because of its reference to the WIBOR benchmark, it is possible for the parties to continue to be bound by the loan agreement provided that it is a loan with a fixed interest rate amounting to the bank's fixed margin indicated in the agreement, or does the fact that the consumer is nº longer bound by the term stipulating a variable interest rate, which is deemed unfair, require that the agreement be declared void ex tunc?