



**Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 29 October
2025 – AR v Huther Immobilien Mannheim GmbH**

(Case C-688/25, Huther Immobilien Mannheim)

(C/2026/291)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant and appellant in the appeal on a point of law: AR

Defendant and respondent in the appeal on a point of law: Huther Immobilien Mannheim GmbH

Questions referred

1. Does the fourteen-day withdrawal period under Article 9(1) of Directive 2011/83/EU ⁽¹⁾ begin to run if the trader has not provided the consumer with the model withdrawal form?
2. Does it follow from the provisions of Directive 2011/83/EU that the consumer's right of withdrawal under Article 9(1) of the Directive continues to apply even though both the consumer and the trader have fully performed a distance contract concluded between them? Does that apply, in any case, where applicable, if the trader has not provided the consumer with the model withdrawal form?

⁽¹⁾ Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ 2011 L 304, p. 64).