



**Request for a preliminary ruling from the Sąd Okręgowy w Warszawie (Poland) lodged on 1 October
2025 – Bank BPH S.A v AKS and BS**

(Case C-641/25, Łęko ⁽¹⁾)

(C/2026/626)

Language of the case: Polish

Referring court

Sąd Okręgowy w Warszawie

Parties to the main proceedings

Applicant: Bank BPH S.A

Defendants: AKS and BS

Questions referred

1. In the context of a loan agreement concluded with a consumer by a seller or supplier being annulled in its entirety on the ground that the agreement contained unfair terms without which it could not continue in existence, must Articles 6(1) and 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ⁽²⁾ and the principles of effectiveness, equivalence and proportionality be interpreted as precluding national legislation according to which the seller or supplier is entitled to demand statutory default interest from the consumer in addition to the reimbursement of the equivalent of the capital paid in respect of the performance of the loan agreement?
2. If the above question is answered in the negative – do the provisions and principles of EU law indicated in point 1 preclude national legislation according to which the seller or supplier is entitled to demand default interest from the consumer also for the period before the date on which the final judgment annulling the loan agreement is given?

⁽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).