

Case C-192/94

El Corte Inglés SA

v

Cristina Blázquez Rivero

(Reference for a preliminary ruling
from the Juzgado de Primera Instancia No 10 de Sevilla)

(Direct effect of unimplemented directives —
Council Directive 87/102/EEC concerning consumer credit)

Opinion of Advocate General Lenz delivered on 7 December 1995	I - 1284
Judgment of the Court (Sixth Chamber), 7 March 1996	I - 1296

Summary of the Judgment

1. *Acts of the institutions — Directives — Direct effect — Limits — Possibility of relying on a directive against an individual — Precluded*
(EC Treaty, Art. 189, third para.)
2. *Approximation of laws — Consumer protection in respect of consumer credit — Directive 87/102 — Possibility, in the absence of implementing measures, of relying on the directive in order to claim a right of action against a lender who is a private person — Precluded — Community competence under Article 129a — No effect*
(EC Treaty, Arts 129a and 189, third para.; Council Directive 87/102, Art. 11)

3. *Community law — Rights conferred on individuals — Infringement by a Member State of the obligation to transpose a directive — Obligation to make good damage caused to individuals — Conditions*
(*EC Treaty, Art. 189, third para.*)

1. The ability to rely on directives against State entities is based on the binding nature of directives — which applies only with regard to the Member States to which they are addressed — and seeks to prevent a State from taking advantage of its failure to comply with Community law. The effect of extending that principle to the sphere of relations between individuals would be to recognize a power in the Community to enact obligations for individuals with immediate effect, whereas it has competence to do so only where it is empowered to adopt regulations or decisions.

It follows that a directive may not of itself impose obligations on an individual and may therefore not be relied upon as such against such a person.

2. In the absence of measures implementing Directive 87/102 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit within the period prescribed by that directive, a consumer may not, even in view of Article 129a of the Treaty, base a right of action on the directive itself against a lender who is a private person, on account of inadequacies in the supply of goods or provision

of services by the supplier or provider with whom the lender concluded an exclusive agreement with regard to the grant of credit, and assert that right before a national court.

Article 129a is limited in scope. On the one hand, it provides that the Community is under a duty to contribute to the attainment of a high level of consumer protection. On the other, it creates Community competence with a view to specific action relating to consumer protection policy apart from measures taken in connection with the internal market. In so far as it merely assigns an objective to the Community and confers powers on it to that end without also laying down any obligation on Member States or individuals, Article 129a cannot justify the possibility of clear, precise and unconditional provisions of directives on consumer protection which have not been transposed into Community law within the prescribed period being directly relied on as between individuals.

3. If the result prescribed by the directive cannot be achieved by way of interpretation, Community law requires the Member States to make good damage caused

to individuals through failure to transpose a directive, provided that three conditions are fulfilled. First, the purpose of the directive must be to grant rights to individuals. Second, it must be possible to

identify the content of those rights on the basis of the provisions of the directive. Finally, there must be a causal link between the breach of the State's obligation and the damage suffered.