

**Parties to the main proceedings**

Applicant: A2A SpA

Defendant: Agenzia delle Entrate

**Operative part of the judgment**

Article 14 of Council Regulation (EC) No 659/1999 of 22 March 1999 laying down detailed rules for the application of Article 93 of the EC Treaty, and Articles 11 and 13 of Commission Regulation (EC) No 794/2004 of 21 April 2004 implementing Regulation No 659/1999, do not preclude national legislation, such as Article 24(4) of Decree-Law No 185/2008 of 29 November 2008, on urgent measures to support families, work, employment and business, and to restructure the national strategic framework to combat the crisis, converted into law, with amendments, by Law No 2 of 28 January 2009, which, by means of a reference to Regulation No 794/2004, provides for the application of compound interest to the recovery of State aid, even though the decision declaring that aid incompatible with the common market and ordering its recovery was adopted and notified to the Member State concerned before that regulation entered into force.

<sup>(1)</sup> OJ C 142, 12.5.2014.

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**Judgment of the Court (Fourth Chamber) of 3 September 2015 (request for a preliminary ruling from the Judecătoria Oradea — Romania) — Horațiu Ovidiu Costea v SC Volksbank România SA**

(Case C-110/14) <sup>(1)</sup>

*(Request for a preliminary ruling — Directive 93/13/EEC — Article 2(b) — Concept of ‘consumer’ — Credit agreement concluded by a natural person who practises as a lawyer — Repayment of a loan secured on a building owned by the borrower’s law firm — Borrower who has the necessary knowledge to assess the unfairness of a term before signing the agreement)*

(2015/C 354/06)

Language of the case: Romanian

**Referring court**

Judecătoria Oradea

**Parties to the main proceedings**

Applicant: Horațiu Ovidiu Costea

Defendant: SC Volksbank România SA

**Operative part of the judgment**

Article 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that a natural person who practises as a lawyer and concludes a credit agreement with a bank, in which the purpose of the credit is not specified, may be regarded as a ‘consumer’ within the meaning of that provision, where that agreement is not linked to that lawyer’s profession. The fact that the debt arising out of the same contract is secured by a mortgage taken out by that person in his capacity as representative of his law firm and involving goods intended for the exercise of that person’s profession, such as a building belonging to that firm, is not relevant in that regard.

<sup>(1)</sup> OJ C 175, 10.6.2014.

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