

**Request for a preliminary ruling from the Juzgado de lo Mercantil No 9 de Barcelona (Spain) lodged on 11 August 2014 — Jorge Sales Sinués v Caixabank, S.A.**

(Case C-381/14)

(2014/C 388/03)

*Language of the case: Spanish*

**Referring court**

Juzgado de lo Mercantil No 9 de Barcelona

**Parties to the main proceedings**

*Applicant:* Jorge Sales Sinués

*Defendant:* Caixabank, S.A.

**Questions referred**

Given that the Spanish system provides in Article 43 of the LEC<sup>(1)</sup> that, where an individual action is brought concurrently by a consumer, the effect is that that action must be stayed and treated as a preliminary issue pending final judgment in collective proceedings, and that the consumer is bound by the decision in those proceedings without having had the opportunity to put forward the appropriate pleas or adduce evidence with full equality of arms:

1. Can it be considered [that the Spanish legal system provides for] an effective means or mechanism pursuant to Article 7 (1) of Directive 93/13<sup>(2)</sup>?
2. To what extent does the effect of a stay of proceedings preclude a consumer from complaining that the unfair terms included in the contract concluded with him are void, and, therefore, infringe Article 7(1) of the directive?
3. Does the fact that a consumer is unable to dissociate himself from collective proceedings constitute an infringement of Article 7(3) of Directive 93/13?
4. Or, on the other hand, is the effect of a stay of proceedings provided for in Article 43 of the LEC compatible with Directive 93/13 on the grounds that the rights of consumers are fully safeguarded by a collective action, because the Spanish legal system provides for other equally effective procedural mechanisms for the protection of consumers' rights and by the principle of legal certainty?

<sup>(1)</sup> Ley de Enjuiciamiento Civil (Spanish Code of Civil Procedure).

<sup>(2)</sup> Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

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**Request for a preliminary ruling from the Juzgado de Primera Instancia de Barcelona (Spain) lodged on 11 August 2014 — Alta Realitat S.L. v Erlock Films and Ulrich Thomsen**

(Case C-384/14)

(2014/C 388/04)

*Language of the case: Spanish*

**Referring court**

Juzgado de Primera Instancia de Barcelona

**Parties to the main proceedings**

*Applicant:* Alta Realitat S.L.

*Defendants:* Erlock Films and Ulrich Thomsen

**Questions referred**

1) Must Article 8(1) of Regulation (EC) No 1393/2007 <sup>(1)</sup> be interpreted to the effect that the national court hearing the action may determine, on the basis of all the information in the court-file at its disposal, whether an addressee understands a [particular] language?

If Question 1 is to be answered in the affirmative:

2) Must Article 8(1) of Regulation (EC) No 1393/2007 be interpreted to the effect that, where the national court hearing the action has determined, on the basis of all the information in the court-file at its disposal, that [the] addressee does understand a [particular] language, the person effecting service in such a situation does not have to offer the addressee the option of refusing the document?

3) Must Article 8(1) of Regulation (EC) No 1393/2007 be interpreted to the effect that, if the addressee of a notice refuses a document drafted in a certain language, following a declaration from the court hearing the action that that person has a sufficient level of understanding of that language, the refusal of the document is not justified, and the court hearing the action may apply the consequences provided for in the legislation of the State of transmission to this type of unjustified refusal of a document and, if the procedural rules of the State of transmission so provide, treat the document as having been served on the addressee?

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<sup>(1)</sup> Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000. OJ 2007 L 324, p. 79.

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**Request for a preliminary ruling from the Juzgado de lo Mercantil No 9 de Barcelona (Spain) lodged  
on 12 August 2014 — Youssef Drame Ba v Catalunya Caixa SA**

(Case C-385/14)

(2014/C 388/05)

*Language of the case: Spanish*

**Referring court**

Juzgado de lo Mercantil No 9 de Barcelona

**Parties to the main proceedings**

*Applicant:* Youssef Drame Ba

*Defendant:* Catalunya Caixa SA

**Questions referred**

Given that the Spanish system provides in Article 43 of the LEC <sup>(1)</sup> that, where an individual action is brought concurrently by a consumer, the effect is that that action must be stayed and treated as a preliminary issue pending final judgment in collective proceedings, and that the consumer is bound by the decision in those proceedings without having had the opportunity to put forward the appropriate pleas or adduce evidence with full equality of arms:

1. Can it be considered [that the Spanish legal system provides for] an effective means or mechanism pursuant to Article 7 (1) of Directive 93/13? <sup>(2)</sup>