

**Parties to the main proceedings**

*Applicant:* Ismael Fernández Oliva

*Defendant:* Caixabank, S.A.

**Questions referred**

- 1) Does Article 43 of the Spanish Law on Civil Procedure, which precludes the court proposing to the parties a possible stay of civil proceedings when another court or tribunal has referred a question to the Court of Justice for a preliminary ruling, not constitute a clear limitation of Article 7 of Directive 93/13/EEC <sup>(1)</sup> with regard to the Member States' duty to ensure that, in the interests of consumers and of competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by sellers or suppliers?
- 2) Does Article 721.2 of the LEC, which precludes the court adopting or proposing of its own motion the adoption of precautionary measures in individual actions in which it is claimed that a general condition is void because unfair, not constitute a clear limitation of Article 7 of Directive 93/13/EEC with regard to the Member States' duty to ensure that, in the interests of consumers and of competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by sellers or suppliers?
- 3) Ought not any precautionary measures that might be adopted, either of the court's own motion or at the request of one or other of the parties, in proceedings in which an individual action is brought, to have effect until final judgment shall have been given either in the individual action or in a collective action that could interfere with the bringing of individual actions, in order to ensure the adequate and effective means provided for in Article 7 of the Directive?

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<sup>(1)</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 Mercantil No 3 de Barcelona (Spain) lodged on  
9 December 2014 — Jordi Carne Hidalgo and Anna Aracil Gracia v Catalunya Banc, S.A.**

(Case C-569/14)

(2015/C 046/41)

*Language of the case: Spanish*

**Referring court**

Juzgado Mercantil No 3 de Barcelona

**Parties to the main proceedings**

*Applicants:* Jordi Carne Hidalgo and Anna Aracil Gracia

*Defendant:* Catalunya Banc, S.A.

**Questions referred**

- 1) Does Article 43 of the Spanish Law on Civil Procedure, which precludes the court proposing to the parties a possible stay of civil proceedings when another court or tribunal has referred a question to the Court of Justice for a preliminary ruling, not constitute a clear limitation of Article 7 of Directive 93/13/EEC <sup>(1)</sup> with regard to the Member States' duty to ensure that, in the interests of consumers and of competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by sellers or suppliers?
- 2) Does Article 721.2 of the LEC, which precludes the court adopting or proposing of its own motion the adoption of precautionary measures in individual actions in which it is claimed that a general condition is void because unfair, not constitute a clear limitation of Article 7 of Directive 93/13/EEC with regard to the Member States' duty to ensure that, in the interests of consumers and of competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by sellers or suppliers?

- 3) Ought not any precautionary measures that might be adopted, either of the court's own motion or at the request of one or other of the parties, in proceedings in which an individual action is brought, to have effect until final judgment shall have been given either in the individual action or in a collective action that could interfere with the bringing of individual actions, in order to ensure the adequate and effective means provided for in Article 7 of the Directive?

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<sup>(1)</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 Mercantil No 3 de Barcelona (Spain) lodged on 9 December 2014 — Nuria Robirosa Carrera and César Romera Navales v Banco Popular Español, S. A.**

A.

(Case C-570/14)

(2015/C 046/42)

*Language of the case: Spanish*

**Referring court**

Juzgado Mercantil No 3 de Barcelona

**Parties to the main proceedings**

*Applicants:* Nuria Robirosa Carrera and César Romera Navales

*Defendant:* Banco Popular Español, S.A.

**Questions referred**

- 1) Does Article 43 of the Spanish Law on Civil Procedure, which precludes the court proposing to the parties a possible stay of civil proceedings when another court or tribunal has referred a question to the Court of Justice for a preliminary ruling, not constitute a clear limitation of Article 7 of Directive 93/13/EEC <sup>(1)</sup> with regard to the Member States' duty to ensure that, in the interests of consumers and of competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by sellers or suppliers?
- 2) Does Article 721.2 of the LEC, which precludes the court adopting or proposing of its own motion the adoption of precautionary measures in individual actions in which it is claimed that a general condition is void because unfair, not constitute a clear limitation of Article 7 of Directive 93/13/EEC with regard to the Member States' duty to ensure that, in the interests of consumers and of competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by sellers or suppliers?
- 3) Ought not any precautionary measures that might be adopted, either of the court's own motion or at the request of one or other of the parties, in proceedings in which an individual action is brought, to have effect until final judgment shall have been given either in the individual action or in a collective action that could interfere with the bringing of individual actions, in order to ensure the adequate and effective means provided for in Article 7 of the Directive?

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<sup>(1)</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 Conseil d'Etat (Belgium) lodged on 11 December 2014 — Commissaire général aux réfugiés et aux apatrides v Mostafa Lounani**

(Case C-573/14)

(2015/C 046/43)

*Language of the case: French*

**Referring court**

Conseil d'Etat