

**Parties to the main proceedings**

*Applicant:* Avv. Alessandro Salvoni

*Defendant:* Anna Maria Fiermonte

**Operative part of the judgment**

Article 53 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended by Commission Delegated Regulation (EU) 2015/281 of 26 November 2014 read in conjunction with Article 47 of the Charter of Fundamental Rights of the European Union, must be interpreted as precluding the court of origin which has been requested to issue the certificate provided for in Article 53 of that regulation in respect of a judgment which has acquired the force of *res judicata* from being able to ascertain of its own motion whether there has been a breach of the rules set out in Chapter II, Section 4 of that regulation, so that it may inform the consumer of any breach that is established and enable him to assess, in full knowledge of the facts, the possibility of availing himself of the remedy provided for in Article 45 of that regulation.

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(<sup>1</sup>) OJ C 285, 13.8.2018.

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**Judgment of the Court (Second Chamber) of 5 September 2019 (request for a preliminary ruling from the Spetsializiran nakazatelen sad — Bulgaria) — Criminal proceedings against AH, PB, CX, KM, PH**

(Case C-377/18) (<sup>1</sup>)

*(Reference for a preliminary ruling — Judicial cooperation in criminal matters — Directive (EU) 2016/343 — Article 4(1) — Presumption of innocence — Public references to guilt — Agreement concluded between the prosecutor and the perpetrator of an offence — National case-law providing for the identification of accused persons who have not concluded such an agreement — Charter of Fundamental Rights — Article 48)*

(2019/C 383/29)

*Language of the case: Bulgarian*

**Referring court**

Spetsializiran nakazatelen sad

**Parties to the criminal proceedings against**

AH, PB, CX, KM, PH

**Operative part of the judgment**

Article 4(1) of Directive (EU) 2016/343 of the European Parliament and of the Council of 9 March 2016 on the strengthening of certain aspects of the presumption of innocence and of the right to be present at the trial in criminal proceedings must be interpreted as meaning that it does not preclude that an agreement in which the accused person recognises his guilt in exchange for a reduction in sentencing, which must be approved by a national court, expressly mentions as joint perpetrators of the criminal offence in

question not only that person but also other accused persons, who have not recognised their guilt and are being prosecuted in separate criminal proceedings, on the condition that that reference is necessary for the categorisation of the legal liability of the person who entered into the agreement and, second, that that same agreement makes it clear that those other persons are being prosecuted in separate criminal proceedings and that their guilt has not been legally established.

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(<sup>1</sup>) OJ C 294, 20.8.2018.

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**Judgment of the Court (First Chamber) of 11 September 2019 (request for a preliminary ruling from the Sąd Rejonowy Lublin-Wschód w Lublinie z siedzibą w Świdniku — Poland) — Lexitor sp. z o.o. v Spółdzielcza Kasa Oszczędnościowo — Kredytowa im. Franciszka Stefczyka, Santander Consumer Bank S.A. and mBank S.A.**

(Case C-383/18) (<sup>1</sup>)

*(Reference for a preliminary ruling — Consumer protection — Credit agreements for consumers — Directive 2008/48/EC — Article 16(1) — Early repayment — Right of the consumer to a reduction in the total cost of the credit, consisting of the interest and the costs for the remaining duration of the contract)*

(2019/C 383/30)

*Language of the case: Polish*

**Referring court**

Sąd Rejonowy Lublin-Wschód w Lublinie z siedzibą w Świdniku

**Parties to the main proceedings**

*Applicant:* Lexitor sp. z o.o.

*Defendants:* Spółdzielcza Kasa Oszczędnościowo — Kredytowa im. Franciszka Stefczyka, Santander Consumer Bank S.A. and mBank S.A.

**Operative part of the judgment**

Article 16(1) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC must be interpreted as meaning that the right of the consumer to a reduction in the total cost of the credit in the event of early repayment of the credit includes all the costs imposed on the consumer.

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(<sup>1</sup>) OJ C 294, 20.8.2018.

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