

- a term included in a contract concluded between a seller or supplier and a consumer with a view to resolving an existing dispute, whereby the consumer waives the right to submit to a national court claims that he or she could have submitted in the absence of that term, may be regarded as ‘unfair’, in particular where the consumer was not provided with the relevant information enabling him or her to understand the legal consequences for him or her;
- a term whereby the same consumer waives, in respect of future disputes, the right to take legal action based on his or her rights under Directive 93/13 is not binding on the consumer.

<sup>(1)</sup> OJ C 381, 22.10.2018.

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**Judgment of the Court (Grand Chamber) of 9 July 2020 — Czech Republic v European Commission**

**(Case C-575/18 P) <sup>(1)</sup>**

***(Appeal — Own resources of the European Union — Financial liability of the Member States — Request to be released from the obligation to make own resources available — Action for annulment — Admissibility — Letter from the European Commission — Concept of ‘actionable measure’ — Article 47 of the Charter of Fundamental Rights of the European Union — Effective judicial protection — Action alleging unjust enrichment on the part of the European Union)***

(2020/C 287/03)

Language of the case: Czech

**Parties**

*Appellant:* Czech Republic (represented by: O. Serdula, J. Vláčil and M. Smolek, acting as Agents)

*Other party to the proceedings:* European Commission (represented: initially by M. Owsiany-Hornung and Z. Malůšková, and subsequently by Z. Malůšková and J.-P. Keppenne, acting as Agents)

*Intervener in support of the appellant:* Kingdom of the Netherlands (represented by: M.K. Bulterman, C.S. Schillemans, M.L. Noort, M.H.S. Gijzen and J. Langer, acting as Agents)

**Operative part of the judgment**

The Court:

1. Dismisses the appeal;
2. Orders the Czech Republic to bear its own costs and to pay the costs incurred by the European Commission;
3. Orders the Kingdom of the Netherlands to bear its own costs.

<sup>(1)</sup> OJ C 408, 12.11.2018.

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**Judgment of the Court (Grand Chamber) of 9 July 2020 (request for a preliminary ruling from the Cour d’appel de Paris — France) — Santen SAS v Directeur général de l’Institut national de la propriété industrielle**

**(Case C-673/18) <sup>(1)</sup>**

***(Reference for a preliminary ruling — Medicinal product for human use — Supplementary protection certificate for medicinal products — Regulation (EC) No 469/2009 — Article 3(d) — Conditions for the grant of a certificate — Obtaining the first authorisation to place the product on the market as a medicinal product — Authorisation to place on the market a new therapeutic application of a known active ingredient)***

(2020/C 287/04)

Language of the case: French

**Referring court**

Cour d’appel de Paris

**Parties to the main proceedings**

*Applicant:* Santen SAS

*Defendant:* Directeur général de l'Institut national de la propriété industrielle

**Operative part of the judgment**

Article 3(d) of Regulation (EC) No 469/2009 of the European Parliament and of the Council of 6 May 2009 concerning the supplementary protection certificate for medicinal products must be interpreted as meaning that a marketing authorisation cannot be considered to be the first marketing authorisation, for the purpose of that provision, where it covers a new therapeutic application of an active ingredient, or of a combination of active ingredients, and that active ingredient or combination has already been the subject of a marketing authorisation for a different therapeutic application.

<sup>(1)</sup> OJ C 25, 21.1.2019.

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**Judgment of the Court (Fourth Chamber) of 9 July 2020 (request for a preliminary ruling from the Tribunalul Specializat Mureş — Romania) — SC Raiffeisen Bank SA v JB (C-698/18), BRD Groupe Société Générale SA v KC (C-699/18)**

**(Joined Cases C-698/18 and C-699/18) <sup>(1)</sup>**

*(Reference for a preliminary ruling — Directive 93/13/EEC — Personal loan agreement — Contract performed in full — Finding that contractual terms are unfair — Action for reimbursement of sums unduly paid on the basis of an unfair clause — Judicial arrangements — Ordinary legal action not subject to any limitation period — Ordinary legal action of a personal and pecuniary nature subject to a limitation period — Point from which the limitation period starts to run — Objective point in time at which the consumer knows of the existence of the unfair term)*

(2020/C 287/05)

Language of the case: Romanian

**Referring court**

Tribunalul Specializat Mureş

**Parties to the main proceedings**

*Applicants:* SC Raiffeisen Bank SA (C 698/18), BRD Groupe Société Générale SA (C-699/18)

*Defendants:* JB (C 698/18), KC (C-699/18)

**Operative part of the judgment**

1. Article 2(b), Article 6(1) and Article 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as not precluding a national rule which, while providing that an action seeking a finding of nullity of an unfair term in a contract concluded between a seller or supplier and a consumer is not subject to a time limit, subjects the action seeking to enforce the restitutory effects of that finding to a limitation period, provided that that period is not less favourable than those governing similar domestic actions (principle of equivalence) and that it does not render practically impossible or excessively difficult the exercise of rights conferred by the EU legal order, in particular Directive 93/13 (principle of effectiveness);