

2. An institutional unit, such as that at issue in the main proceedings, whose degree of independence from general government is limited by national legislation, under which the institutional unit does not have complete control over the management of its assets and liabilities, in so far as that government exercises control over its assets and assumes part of the risk arising from its liabilities, may be regarded as a 'captive financial institution' within the meaning of paragraphs 2.21 to 2.23 of Annex A to Regulation No 549/2013, provided that the control measures laid down by that national legislation may be interpreted by the national courts to the effect that the institutional unit concerned may not act independently from that government given that the latter imposes the conditions under which the institutional unit is required to act, without that unit having any margin to substantially modify those conditions on its own initiative.

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(<sup>1</sup>) OJ C 4, 7.1.2019.

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**Request for an opinion submitted by the European Parliament pursuant to Article 218(11) TFEU**

**(Opinion 1/19)**

(2019/C 413/21)

*Language of the case: all the official languages*

**Applicant**

European Parliament (represented by: D. Warin, O. Hrstková Šolcová, A. Neergaard, agents, acting as Agents)

**Questions submitted to the Court**

- Do Articles 82(2) and 84 TFEU constitute appropriate legal bases for the act of the Council relating to the conclusion, in the name of the European Union, of the Istanbul Convention, or must that act be based on Articles 78(2), 82(2) and 83(1) TFEU, and is it necessary or possible to separate the decisions concerning the signature and the conclusion of the convention as a consequence of that choice of legal basis?
- Is the conclusion by the European Union of the Istanbul Convention, in accordance with Article 218(6) TFEU, compatible with the Treaties in the absence of mutual agreement between all the Member States concerning their consent to be bound by that convention?

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**Request for a preliminary ruling from the Juzgado de Primera Instancia e Instrucción No 6 de Ceuta (Spain) lodged on 9 July 2019 — DC v Banco Bilbao Vizcaya Argentaria, S.A.**

**(Case C-522/19)**

(2019/C 413/22)

*Language of the case: Spanish*

**Referring court**

Juzgado de Primera Instancia e Instrucción No 6 de Ceuta

**Parties to the main proceedings**

*Applicant:* DC

*Defendant:* Banco Bilbao Vizcaya Argentaria, S.A.

**Questions referred**

1. Whether, under Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, in particular Articles 6(1) and 7(1) of the directive, the following ruling is compliant with EU law in order to ensure protection for consumers and users and compliance with the relevant case-law: the ruling by the Supreme Court in judgments 44 to 49 of 23 January 2019, which establishes the unambiguous criterion that a term in a consumer mortgage loan agreement that has not been negotiated and that stipulates that all the costs of arranging the mortgage are to be borne by the borrower is unfair, and which apportions the various expenses that are involved in the unfair term found to be void between the bank that imposed the term and the borrower, in order to limit repayments of amounts wrongly paid under national legislation.

And whether, under Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, in particular Articles 6(1) and 7(1) of the directive, in order to ensure protection for consumers and users and compliance with the relevant case-law, it is compliant with EU law for the Supreme Court to adopt an inclusive interpretation of a term that is void for unfairness if the term can be severed and its effects abolished without affecting the continued existence of the mortgage loan agreement.

2. Also, whether, as regards Article 394 of the Ley de Enjuiciamiento Civil (Law on Civil Procedure), which establishes the principle that the costs of proceedings are to be borne by the unsuccessful party, it can be held that where an unfair expenses clause is declared void but the effects of voiding the term are limited to apportioning the expenses in question, it is contrary to the EU legal principles of effectiveness and the non-binding nature of unfair terms to conclude that a claim has been upheld in part, and whether such a conclusion could be interpreted as producing an inverse deterrent effect, which thus fails to protect the legitimate interests of consumers and users.

**Request for a preliminary ruling from the Juzgado de Primera Instancia e Instrucción No 6 de Ceuta (Spain) lodged on 9 July 2019 — ED v Banco Bilbao Vizcaya Argentaria, S.A.**

(Case C-523/19)

(2019/C 413/23)

*Language of the case:* Spanish

**Referring court**

Juzgado de Primera Instancia e Instrucción No 6 de Ceuta

**Parties to the main proceedings**

*Applicant:* ED