

V

(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Request for a preliminary ruling from the Wojewódzki Sąd Administracyjny we Wrocławiu (Poland) lodged on 23 December 2019 — Grupa Warzywna Sp. z o.o. v Dyrektor Izby Administracji Skarbowej we Wrocławiu

(Case C-935/19)

(2020/C 191/02)

Language of the case: Polish

Referring court

Wojewódzki Sąd Administracyjny we Wrocławiu

Parties to the main proceedings

Applicant: Grupa Warzywna Sp. z o.o.

Defendant: Dyrektor Izby Administracji Skarbowej we Wrocławiu

Question referred

Is an additional tax liability such as that provided for in Article 112b(2) of the Law on VAT compatible with the provisions of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax ⁽¹⁾ (in particular Articles 2, 250 and 273 thereof), Article 4(3) of the Treaty on European Union, Article 325 TFEU and the principle of proportionality?

⁽¹⁾ OJ 2006 L 347, p. 1.

Request for a preliminary ruling from the Naczelny Sąd Administracyjny (Poland) lodged on 31 December 2019 — M.A. v Konsul Rzeczypospolitej Polskiej w N.

(Case C-949/19)

(2020/C 191/03)

Language of the case: Polish

Referring court

Naczelny Sąd Administracyjny

Parties to the main proceedings

Applicant: M.A.

Defendant: Konsul Rzeczypospolitej Polskiej w N.

Question referred

Must Article 21(2a) of the Convention implementing the Schengen Agreement of 14 June 1985 between the Governments of the States of the Benelux Economic Union, the Federal Republic of Germany and the French Republic on the gradual abolition of checks at their common borders ⁽¹⁾ in conjunction with the first paragraph of Article 47 of the Charter of Fundamental Rights of the European Union be interpreted as meaning that a third-country national who has been refused a long-stay visa and who cannot exercise the right to move freely within the territories of the other Member States under Article 21(1) of the Convention implementing the Schengen Agreement must have the right to an effective remedy before a tribunal?

⁽¹⁾ OJ 2000 L 239, p. 19.

Request for a preliminary ruling from the Sąd Okręgowy w Gdańsku (Poland) lodged on 16 January 2020 — I.W. and R.W. v Bank BPH Spółka Akcyjna

(Case C-19/20)

(2020/C 191/04)

Language of the case: Polish

Referring court

Sąd Okręgowy w Gdańsku

Parties to the main proceedings

Applicants: I.W. and R.W.

Defendant: Bank BPH Spółka Akcyjna

Questions referred

1. Must Article 3(1) and (2) in conjunction with Article 4(1) and Articles 6(1) and 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ... ⁽¹⁾ be interpreted as meaning that the national court is obliged to declare that a term in a contract concluded with a consumer is unfair (within the meaning of Article 3(1) of the directive) including where, as a result of an amendment to the contract made by the parties by way of an annex, that term has been amended such that it is no longer unfair and a finding that the term in its original wording was unfair may result in the annulment (invalidation) of the entire contract?
2. Must Article 6(1), in conjunction with Article 3(1), the second sentence of Article 3(2) and Article 2 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ... be interpreted as permitting a national court to find that only certain elements of a contract term relating to the exchange rate fixed by the bank for the currency to which the loan extended to the consumer is indexed (such as in the main proceedings) are unfair, namely, by eliminating the provision allowing the bank's margin, which is a component of the exchange rate, to be determined unilaterally and in an unclear manner, where leaving an unambiguous provision referring to the average exchange rate announced by the central bank (the Narodowy Bank Polski — National Bank of Poland), which does not require the eliminated term to be replaced with any legal provision, [...] will result in real balance between the consumer and the trader being restored, although it will change the essence of the provision concerning the performance by the consumer of his obligation in a manner that is advantageous to him?
3. Must Article 6(1) in conjunction with Article 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ... be interpreted as meaning that, even if the national legislature has introduced measures to prevent the continued use of unfair contract terms, such as that at issue in the main proceedings, by introducing provisions which require banks to stipulate in detail the methods and time limits for determining the exchange rate on the basis of which the amount of credit and principal and interest payments are calculated, and the rules for converting amounts into the currency in which the loan was disbursed or is to be repaid, the public interest militates against the finding that only certain elements of the term in question are unfair in the manner described in Question 2?