

### Operative part of the judgment

The Court:

1. Declares that, by failing to take, within the prescribed periods, all the measures necessary to implement Commission Decision 2012/157/EU of 7 December 2011 concerning compensation payments made by the Greek Agricultural Insurance Organisation (ELGA) in 2008 and 2009, and by failing to sufficiently inform the European Commission of the measures taken pursuant to that decision, the Hellenic Republic has failed to fulfil its obligations under Articles 2 to 4 of that decision and under the TFEU;
2. Orders the Hellenic Republic to pay the costs.

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(<sup>1</sup>) OJ C 68, 2.3.2020.

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### Judgment of the Court (Seventh Chamber) of 29 April 2021 (request for a preliminary ruling from the Sąd Okręgowy w Gdańsku — Poland) — I.W., R.W. v Bank BPH S.A.

(Case C-19/20) (<sup>1</sup>)

*(Reference for a preliminary ruling — Consumer protection — Directive 93/13/EEC — Unfair terms in consumer contracts — Effects of a finding that a term is unfair — Mortgage loan agreement denominated in a foreign currency — Determination of the exchange rate between currencies — Novation agreement — Deterrent effect — Obligations of the national court — Article 6(1), and Article 7(1))*

(2021/C 278/20)

Language of the case: Polish

### Referring court

Sąd Okręgowy w Gdańsku

### Parties to the main proceedings

*Applicants:* I.W., R.W.

*Defendant:* Bank BPH S.A.

*Third party:* Rzecznik Praw Obywatelskich

### Operative part of the judgment

1. Article 6(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that it is for the national court to find that a term in a contract concluded between a seller or supplier and a consumer is unfair, even if it has been contractually amended by those parties. Such a finding leads to the restoration of the situation that the consumer would have been in in the absence of the term found to be unfair, except where the consumer, by means of amendment of the unfair term, has waived such restoration by free and informed consent, which it is for the national court to ascertain. However, it does not follow from that provision that a finding that the original term is unfair would, in principle, lead to annulment of the contract, since the amendment of that term made it possible to restore the balance between the obligations and rights of those parties arising under the contract and to remove the defect which vitiated it;
2. Article 6(1) and Article 7(1) of Directive 93/13 must be interpreted as meaning that, first, they do not preclude the national court from removing only the unfair element of a term in a contract concluded between a seller or supplier and a consumer where the deterrent objective pursued by that directive is ensured by national legislative provisions governing the use of that term, provided that that element consists of a separate contractual obligation, capable of being subject to an individual examination of its unfair nature. Second, those provisions preclude the referring court from removing only the unfair element of a term in a contract concluded between a seller or supplier and a consumer where such removal would amount to revising the content of that term by altering its substance, which it is for that court to determine;

3. Article 6(1) of Directive 93/13 must be interpreted as meaning that the consequences of a judicial finding that a term in a contract concluded between a seller or supplier and a consumer is unfair are covered by national law and the question of continuity of the contract should be assessed by the national court of its own motion in accordance with an objective approach on the basis of those provisions;
4. Article 6(1) of Directive 93/13, read in conjunction with Article 47 of the Charter of Fundamental Rights of the European Union must be interpreted as meaning that it is for the national court, finding that a term in a contract concluded between a seller or supplier and a consumer, to inform the consumer, in the context of the national procedural rules after both parties have been heard, of the legal consequences entailed by annulment of the contract, irrespective of whether the consumer is represented by a professional representative.

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<sup>(1)</sup> OJ C 191, 8.6.2020.

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**Judgment of the Court (Eighth Chamber) of 12 May 2021 (request for a preliminary ruling from the Tribunal de grande instance de Rennes — France) — PF, QG v Caisse d’allocations familiales (CAF) d’Ille-et-Vilaine**

**(Case C-27/20) <sup>(1)</sup>**

***(Reference for a preliminary ruling — Freedom of movement for workers — Equal treatment — Social advantages — Ceilings related to resources — Account taken of the resources received in the penultimate year preceding the period of payment of allowances — Worker returning to his Member State of origin — Reduction in the entitlement to family allowances)***

(2021/C 278/21)

*Language of the case: French*

**Referring court**

Tribunal de grande instance de Rennes

**Parties to the main proceedings**

*Applicants:* PF, QG

*Defendant:* Caisse d’allocations familiales (CAF) d’Ille-et-Vilaine

**Operative part of the judgment**

Article 45 TFEU and Article 7 of Regulation (EU) No 492/2011 of the European Parliament and of the Council of 5 April 2011 on freedom of movement for workers within the Union must be interpreted as not precluding national legislation which uses, as the reference year for the calculation of family allowances to be allocated, the penultimate year preceding the payment period, so that, in the event of a substantial increase in the income received by a national official in the course of a secondment to an EU institution situated in another Member State, the amount of family allowances is, at the time of the return of that official to the Member State of origin, significantly reduced for two years.

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<sup>(1)</sup> OJ C 95, 23.3.2020.