

(Case C-496/20)

Applicant: M.F.

Defendant: T.P.

Other interested party: Prokurator Generalny

(Case C-506/20)

Applicant: T.B.

Defendants: T.D., M.D., P.K., J.L., M.L., O.N., G.Z., A.S., Skarb Państwa — Sąd Najwyższy,

Other interested party: Prokurator Generalny

(Case C-509/20)

Applicant: M.F.

Defendant: J.M.

Other interested parties: Prokurator Generalny, Rzecznik Praw Obywatelskich

(Case C-511/20)

Applicant: B.S.

Defendants: T.D., M.D., P.K., J.L., M.L., O.N., Skarb Państwa — Sąd Najwyższy

Other interested party: Prokurator Generalny

Operative part of the order

The requests for a preliminary ruling made by the Sąd Najwyższy (Izba Pracy i Ubezpieczeń Społecznych) (Supreme Court (Labour and Social Insurance Chamber), Poland) by decisions of 15 July 2020 are inadmissible.

⁽¹⁾ OJ C 44, 8.2.2021.

Order of the Court (Seventh Chamber) of 13 January 2023 (request for a preliminary ruling from the Bundesfinanzgericht -Austria) — XO v Finanzamt Österreich, formerly Finanzamt Waldviertel

(Case C-574/20, ⁽¹⁾ Finanzamt Österreich)

(Reference for a preliminary ruling — Article 53(2) and Article 99 of the Rules of Procedure of the Court — Social security — Family benefits — Indexation based on price — Answer to a question referred for a preliminary ruling which may be clearly deduced from existing case-law — No connection between the question referred for a preliminary ruling and the dispute in the main proceedings — Question manifestly inadmissible)

(2023/C 164/25)

Language of the case: German

Referring court

Bundesfinanzgericht

Parties to the main proceedings

Applicant: XO

Defendant: Finanzamt Österreich, formerly Finanzamt Waldviertel

Operative part of the order

1. Examination of the first question referred for a preliminary ruling has revealed nothing capable of affecting the validity of Article 7 of Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems, as amended by Regulation (EU) No 465/2012 of the European Parliament and of the Council of 22 May 2012, in the light of Article 45 TFEU.
2. The second question referred for a preliminary ruling by the Bundesfinanzgericht (Federal Finance Court, Austria) is manifestly inadmissible.

⁽¹⁾ OJ C 35, 1.2.2021.

Order of the Court (Ninth Chamber) of 17 January 2023 (request for a preliminary ruling from the Sofiyski rayonen sad — Bulgaria) — Proceedings brought by TBI Bank

(Case C-379/21, ⁽¹⁾ TBI Bank)

(Reference for a preliminary ruling — Article 53(2) and Article 99 of the Rules of Procedure of the Court of Justice — Consumer credit — Directive 93/13/EEC — Article 6(1) — Unfair terms — Refusal to issue an immediate order for payment in the event of a claim based on an unfair term — Consequences relating to the unfairness of a contractual term — Directions from a higher court not observing those consequences)

(2023/C 164/26)

Language of the case: Bulgarian

Referring court

Sofiyski rayonen sad

Parties to the main proceedings

Applicant: TBI Bank

Operative part of the order

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 the national court, on receiving an application for an order for payment and where the debtor-consumer does not take part in the proceedings until the order for payment is issued, is obliged to disapply ex officio an unfair term in the consumer credit agreement concluded between that consumer and the seller or supplier concerned, on which a part of the claim relied on is based. In that case, that court has the option of rejecting that application in part, provided, first, that that agreement can continue in existence without any further amendment, revision or supplementation, which it is for the court to verify, and second, that the claims arising from that term may be distinguished from the rest of the application.

2. Article 6(1) of Directive 93/13

must be interpreted as precluding a national court, called upon to decide a case referred back to it by a higher court, from being bound, in accordance with national procedural law, by legal assessments or directions from that higher court, if it considers, having regard to the interpretation which it has sought from the Court, that those assessments or directions fail to acknowledge the legal consequences arising from the unfair nature of a term of a consumer credit agreement.

⁽¹⁾ OJ C 368, 13.9.2021.