

**Request for a preliminary ruling from the Vilniaus apygardos administracinis teismas (Lithuania)
lodged on 28 April 2020 — OT v Vyriausioji tarnybinės etikos komisija**

(Case C-184/20)

(2020/C 255/13)

Language of the case: Lithuanian

Referring court

Vilniaus apygardos administracinis teismas

Parties to the main proceedings

Applicant: OT

Defendant: Vyriausioji tarnybinės etikos komisija

Questions referred

1. Must the condition laid down in Article 6(1)(e) of the Regulation ⁽¹⁾ that processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, with regard to the requirements laid down in Article 6(3) of the Regulation, including the requirement that the Member-State law must meet an objective of public interest and be proportionate to the legitimate aim pursued, and also with regard to Articles 7 and 8 of the Charter, ⁽²⁾ be interpreted as meaning that national law may not require the disclosure of declarations of private interest and their publication on the website of the controller, the Vyriausioji tarnybinės etikos komisija (Chief Official Ethics Commission), thereby providing access to those data to all individuals who have access to the Internet?
2. Must the prohibition of the processing of special categories of personal data established in Article 9(1) of the Regulation, regard being had to the conditions established in Article 9(2) of the Regulation, including the condition established in point (g) thereof that processing must be necessary for reasons of substantial public interest, on the basis of EU or Member-State law which must be proportionate to the aim pursued, must respect the essence of the right to data protection and must provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject, be interpreted, also with regard to Articles 7 and 8 of the Charter, as meaning that national law may not require the disclosure of data relating to declarations of private interests which may disclose personal data, including data which make it possible to determine a person's political views, trade-union membership, sexual orientation and other personal information, and their publication on the website of the controller, the Vyriausioji tarnybinės etikos komisija, providing access to those data to all individuals who have access to the Internet?

⁽¹⁾ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ 2016 L 119, p. 1).

⁽²⁾ Charter of Fundamental Rights of the European Union (OJ 2012 C 326, p. 391).

**Request for a preliminary ruling from the Landgericht Ravensburg (Germany) lodged on 28 April
2020 — JL v BMW Bank GmbH, DT v Volkswagen Bank GmbH**

(Case C-187/20)

(2020/C 255/14)

Language of the case: German

Referring court

Landgericht Ravensburg

Parties to the main proceedings

Applicants: JL, DT

Defendants: BMW Bank GmbH, Volkswagen Bank GmbH

Questions referred

1. Is Article 10(2)(a) of Directive 2008/48/EC ⁽¹⁾ of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC ('Directive 2008/48/EC') to be interpreted as meaning that, with regard to the type of credit, it may be necessary to specify that it is a linked credit agreement and/or that it is a fixed-term credit agreement?
2. Is Article 10(2)(d) of Directive 2008/48/EC to be interpreted as meaning that, with regard to the conditions governing the drawdown of the credit in the case of linked credit agreements for financing the purchase of an item, it is necessary to specify, in the event that the credit amount is disbursed to the seller, that the borrower is released from his liability to pay the purchase price to the extent of the amount disbursed and that the seller must hand over the purchased item to him if the purchase price has been paid in full?
3. Is Article 10(2)(l) of Directive 2008/48/EC to be interpreted as meaning that the credit agreement
 - (a) must specify the interest rate applicable in the case of late payments as applicable at the time of the conclusion of the credit agreement as an absolute number or, at the very least, the current reference interest rate (in this case, the base rate in accordance with Paragraph 247 of the Bürgerliches Gesetzbuch (Civil Code; 'the BGB')), from which the interest rate applicable in the case of late payments is obtained by adding a premium (in this case, a premium of five percentage points in accordance with Paragraph 288(1), second sentence, of the BGB), as an absolute number; and
 - (b) must explain the specific arrangements for adjustment of the interest rate applicable in the case of late payments or, at the very least, must reference the national standards from which such arrangements follow (Paragraph 247 and Paragraph 288(1), second sentence, of the BGB)?
4. (a) Is Article 10(2)(r) of Directive 2008/48/EC to be interpreted as meaning that the credit agreement must specify a particular method that the consumer can understand for calculating the compensation payable in the event of early repayment of the loan, so that the consumer can calculate at least approximately the compensation payable in the event of early termination?
 - (b) (if Question (a) above is answered in the affirmative):

Do Article 10(2)(r) and the second sentence of Article 14(1) of Directive 2008/48/EC preclude national legislation pursuant to which, in the case of incomplete information within the meaning of Article 10(2)(r) of that directive, the period for withdrawal nevertheless commences on conclusion of the agreement and only the creditor's right to compensation for early repayment of the credit is lost?
5. Is Article 10(2)(s) of Directive 2008/48/EC to be interpreted as meaning
 - (a) that the credit agreement must also specify the rights of termination of the parties to the credit agreement regulated under national law, including in particular the borrower's right of termination with good cause under Paragraph 314 of the BGB, in the case of fixed-term loan agreements, and that express reference must be made to the paragraph in which that right of termination is regulated?
 - (b) (if Question (a) above is answered in the negative):

that it does not preclude national legislation which stipulates the designation of a national special right of termination as mandatory information within the meaning of Article 10(2)(s) of Directive 2008/48/EC?
 - (c) that the credit agreement must indicate the time limit for and form of the declaration of termination prescribed for the purpose of exercising the right of termination for all rights of termination of the parties to the credit agreement?
6. Is Article 10(2)(t) of Directive 2008/48/EC to be interpreted as meaning that the essential formal requirements for a complaint and/or redress in the out-of-court complaint and/or redress procedure must be specified in the credit agreement? Is it insufficient in this respect if reference is made to rules of procedure, which can be accessed on the internet, for out-of-court complaint and/or redress procedures?

7. In the case of a consumer credit agreement, is the creditor precluded from invoking the plea of forfeiture in respect of the exercise of the right of withdrawal of the consumer pursuant to the first sentence of Article 14(1) of Directive 2008/48/EC

(a) if some of the mandatory information required under Article 10(2) of Directive 2008/48/EC has been neither properly included in the credit agreement nor subsequently duly provided and the period of withdrawal pursuant to Article 14(1) of Directive 2008/48/EC has therefore not begun?

(b) (if Question (a) above is answered in the negative):

if the forfeiture is decisively based on the lapse of time since conclusion of the agreement and/or on the complete fulfilment of the agreement by both parties and/or on the creditor's disposal of the recovered loan amount or the return of the loan security and/or (in the case of a purchase agreement linked with the credit agreement) on the use or sale of the financed object by the consumer, but the consumer had no knowledge of the continued existence of his right of withdrawal in the relevant period and when the relevant circumstances arose and is also not responsible for that lack of knowledge, and the creditor could also not assume that the consumer has such knowledge?

8. In the case of a consumer credit agreement, is the creditor precluded from invoking the plea of abuse of rights in respect of the exercise of the right of withdrawal of the consumer in accordance with the first sentence of Article 14(1) of Directive 2008/48/EC

(a) if some of the mandatory information required under Article 10(2) of Directive 2008/48/EC has been neither properly included in the credit agreement nor subsequently duly provided and the period of withdrawal pursuant to Article 14(1) of Directive 2008/48/EC has therefore not begun?

(b) (if Question (a) above is answered in the negative):

if the abuse of rights is decisively based on the lapse of time since conclusion of the agreement and/or on the complete fulfilment of the agreement by both parties and/or on the creditor's disposal of the recovered loan amount or the return of the loan security and/or (in the case of a purchase agreement linked with the credit agreement) on the use or sale of the financed object by the consumer, but the consumer had no knowledge of the continued existence of his right of withdrawal in the relevant period and when the relevant circumstances arose and is also not responsible for that lack of knowledge, and the creditor could also not assume that the consumer has such knowledge?

(¹) Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ 2008 L 133, p. 66).

**Request for a preliminary ruling from the Sofiyski rayonen sad (Bulgaria) lodged on 14 May 2020 —
'Toplofikatsia Sofia' EAD, 'Chez Elektro Balcaria' AD and 'Agentsia za kontrol na prosrocheni
zadalzhenia' EOOD**

(Case C-208/20)

(2020/C 255/15)

Language of the case: Bulgarian

Referring court

Sofiyski rayonen sad

Parties to the main proceedings

Applicants: 'Toplofikatsia Sofia' EAD, 'Chez Elektro Balcaria' AD and 'Agentsia za kontrol na prosrocheni zadalzhenia' EOOD