

Judgment of the Court (Ninth Chamber) of 30 June 2022 — Fakro sp. z o.o. v European Commission, Republic of Poland

(Case C-149/21 P) ⁽¹⁾

(Appeal — Competition — Rejection of a complaint by the European Commission — Lack of Union interest)

(2022/C 318/15)

Language of the case: Polish

Parties

Appellant: Fakro sp. z o.o. (represented by: Z. Kiedacz and A. Radkowiak-Macuda, radcowie prawni)

Other parties to the proceedings: European Commission (represented by: M. Farley, I.V. Rogalski and J. Szczodrowski, acting as Agents), Republic of Poland (represented by: B. Majczyna, acting as Agent)

Operative part of the judgment

The Court:

1. Dismisses the appeal;
2. Orders Fakro sp. z o.o. to bear its own costs and pay those incurred by the European Commission;
3. Orders the Republic of Poland to bear its own costs.

⁽¹⁾ OJ C 182, 10.5.2021.

Judgment of the Court (Ninth Chamber) of 30 June 2022 (request for a preliminary ruling from the Sofijski rayonen sad — Bulgaria) — Profi Credit Bulgaria v T.I.T.

(Case C-170/21) ⁽¹⁾

(Reference for a preliminary ruling — Directive 93/13/EEC — Consumer credit — Unfair terms in consumer contracts — Article 6(1) — Ex officio review — Refusal to issue an order for payment in the event of a claim based on an unfair term — Consequences relating to the unfairness of a contractual term — Right to restitution — Principles of equivalence and effectiveness — Offsetting ex officio)

(2022/C 318/16)

Language of the case: Bulgarian

Referring court

Sofiyski rayonen sad

Parties to the main proceedings

Applicant: Profi Credit Bulgaria

Defendant: T.I.T.

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 the national court, on receiving an application for an order for payment and where the debtor-consumer concerned 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 part of the claim brought is based. In that case, the court has the option of rejecting the application in part, provided that the agreement can continue to exist without any further amendment, revision or supplementation, which it is for the court to verify.

2. Article 6(1) of Directive 93/13 must be interpreted as meaning that, while that provision obliges the national court, on receiving an application for an order for payment, to draw all the consequences which, under national law, flow from a finding that a term in an agreement between a consumer and a seller or supplier is unfair, in order to ensure that the consumer is not bound by it, that does not, in principle, oblige the court to offset ex officio the payment made on the basis of that term against the balance due under that agreement, subject, however, to compliance with the principles of equivalence and effectiveness.
3. Article 6(1) of Directive 93/13 must be interpreted as meaning that, where, under that provision, read in the light of the principles of equivalence and effectiveness, the national court, on receiving an application for an order for payment would be obliged to offset ex officio the payment made on the basis of an unfair term in a consumer credit agreement against the balance due under that agreement, that court is obliged to disregard the case-law of a higher court to the contrary.

(¹) OJ C 206, 31.5.2021.

Judgment of the Court (Seventh Chamber) of 30 June 2022 (request for a preliminary ruling from the Tribunal Superior de Justicia de Castilla y León — Spain) — Clemente v Comunidad de Castilla y León (Dirección General de la Función Pública)

(Case C-192/21) (¹)

(Reference for a preliminary ruling — Social policy — Directive 1999/70/EC — Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP — Clause 4(1) — Principle of non-discrimination — Failure to take into account the services provided by an interim civil servant who has become a career civil servant for the purpose of consolidating his or her personal grade — Assimilation of those services to those provided by a career civil servant — Concept of ‘objective grounds’ — Taking into account the period of service for the purpose of acquiring the status of career civil servant — Structure of the vertical progression of career civil servants under national legislation)

(2022/C 318/17)

Language of the case: Spanish

Referring court

Tribunal Superior de Justicia de Castilla y León

Parties to the main proceedings

Applicant: Mr Clemente

Defendant: Comunidad de Castilla y León (Dirección General de la Función Pública)

Operative part of the judgment

Clause 4(1) of the framework agreement on fixed-term work, concluded on 18 March 1999, which is annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, precludes national legislation under which, for the purposes of consolidating a personal grade, account is not taken of services which a career civil servant provided as an interim civil servant before he or she acquired the status of career civil servant.

(¹) OJ C 263, 5.7.2021.