

**Request for a preliminary ruling from the Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie (Poland) lodged on 8 February 2021 — E.K., S.K. v D.B.P.**

(Case C-80/21)

(2021/C 242/04)

*Language of the case: Polish*

**Referring court**

Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie

**Parties to the main proceedings**

*Applicants:* E.K., S.K.

*Defendant:* D.B.P.

**Questions referred**

1. Must Articles 6(1) and 7(1) of Council Directive 93/13/EEC <sup>(1)</sup> of 5 April 1993 on unfair terms in consumer contracts be interpreted as precluding a judicial interpretation of national legislation under which a court finds that a contractual term is unfair not in its entirety, but only in the part thereof which renders the term unfair, as a result of which that term remains partially effective?
2. Must Articles 6(1) and 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts be interpreted as precluding a judicial interpretation of national legislation under which a court, having found that a contractual term is unfair, without which the contract could not continue in existence, may modify the remainder of the contract by interpreting the parties' declarations of intent, in order to prevent the contract, which is beneficial to the consumer, from being invalid?

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<sup>(1)</sup> OJ 1993 L 95, p. 29.

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**Request for a preliminary ruling from the Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie (Poland) lodged on 9 February 2021 — B.S., W.S. v M.**

(Case C-81/21)

(2021/C 242/05)

*Language of the case: Polish*

**Referring court**

Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie

**Parties to the main proceedings**

*Applicants:* B.S., W.S.

*Defendant:* M.

**Questions referred**

1. Must Articles 6(1) and 7(1) of Council Directive 93/13/EEC <sup>(1)</sup> of 5 April 1993 on unfair terms in consumer contracts be interpreted as precluding a judicial interpretation of provisions of national legislation under which a court, where it finds that a contractual term is unfair, without that rendering the agreement invalid, may supplement the content of the agreement with a supplementary provision of national law?