

**Request for a preliminary ruling from the Sąd Rejonowy dla Warszawy-Woli w Warszawie (Poland)
lodged on 5 February 2022 — QI v Santander Bank Polska S.A.**

(Case C-76/22)

(2023/C 173/11)

Language of the case: Polish

Referring court

Sąd Rejonowy dla Warszawy-Woli w Warszawie

Parties to the main proceedings

Applicant: QI

Defendant: Santander Bank Polska S.A.

Questions referred

1. Must Article 25(1) of Directive 2014/17/EU ⁽¹⁾ be interpreted in the same way as Article 16(1) of Directive 2008/48/EC, ⁽²⁾ that is to say must that provision be interpreted as meaning that the consumer's right to reduce the total cost of the mortgage in the case of early repayment thereof includes all the costs imposed on the consumer, including the commission for granting the mortgage?
2. Must the obligation to reduce the total cost of a mortgage in the case of early repayment thereof, as provided for in Article 25(1) of Directive 2014/17/EU, be interpreted as meaning that the total cost of the mortgage should be reduced in proportion to the relationship of the length of the period between the date of the early repayment of the mortgage and the date originally agreed as the date of repayment of the mortgage to the length of the period originally agreed between the date of the drawdown of the mortgage and the date of the full repayment of the mortgage, or should the reduction of the total cost of the mortgage be proportionate to the loss of the expected benefits to the lender, that is to say to the relationship of the remaining interest to be paid after early repayment of the mortgage (due for the period from the date after actual full repayment to the date of the full repayment originally agreed) to the interest due for the entire duration of the mortgage originally agreed (from the date of the drawdown of the mortgage to the date of the full repayment of the mortgage agreed)?

⁽¹⁾ Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ 2014 L 60, p. 34).

⁽²⁾ 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).

**Appeal brought on 18 August 2022 by Asociación de Delineantes de Hacienda against the order of
the General Court (Second Chamber) delivered on 13 July 2022 in Case T-280/22, Asociación de
Delineantes de Hacienda v Spain**

(Case C-552/22 P)

(2023/C 173/12)

Language of the case: Spanish

Parties

Appellant: Asociación de Delineantes de Hacienda (represented by: D. Álvarez Cabrera, abogado)

Other party to the proceedings: Kingdom of Spain

By order of 17 March 2023, the Court of Justice (Sixth Chamber) dismissed the appeal as manifestly unfounded and ordered the appellant to bear its own costs.
