

**Request for a preliminary ruling from the Sofiyski rayonen sad (Bulgaria) lodged on 12 April 2023 —
‘Eurobank Bulgaria’ AD**

(Case C-231/23, Eurobank Bulgaria)

(2023/C 252/27)

Language of the case: Bulgarian

Referring court

Sofiyski rayonen sad

Parties to the main proceedings

Applicant: ‘Eurobank Bulgaria’ AD

Questions referred

1. Under Article 6(1) and Article 7(1) of Council Directive 93/13/EEC ⁽¹⁾ of 5 April 1993 on unfair terms in consumer contracts, is national case-law permissible under which, where only part of a claim arising from a consumer contract which may contain unfair terms has been the subject matter of a judgment which has become final and acquired the force of *res judicata*, the conclusion of the court which delivered it, according to which the contractual terms are binding on the consumer and not unfair, is to bind the courts hearing subsequent applications for orders requiring the consumer to pay the balance of his or her debt with regard to whether that balance is due?
2. If the answer to the first question is in the affirmative (that is, if that national case-law is permissible under EU law), is it compatible with Article 6(1) and Article 7(1) of Directive 93/13/EEC if, although the judgment finding that there are no unfair terms does contain a statement of reasons on that point, that statement of reasons is nevertheless [not] sufficiently clear or related to the specific contractual terms? On the basis of what criterion should the national court assess the completeness of the statement of reasons in the second set of proceedings?

⁽¹⁾ OJ 1993 L 95, p. 29.

**Request for a preliminary ruling from the Rayonen sad Nessebar (Bulgaria) lodged on 13 April
2023 — ‘Astoria Management’ OOD v CW**

(Case C-234/23, Astoria Management)

(2023/C 252/28)

Language of the case: Bulgarian

Referring court

Rayonen sad Nessebar

Parties to the main proceedings

Applicant: ‘Astoria Management’ OOD

Defendant: CW