



C/2024/4713

5.8.2024

**Request for a preliminary ruling from the Rayonen sad Burgas (Bulgaria) lodged on 24 April 2024 –
‘Vodosnabdyavane i kanalizatsia’ EAD v ED**

(Case C-294/24, Zadzhovala) ⁽¹⁾

(C/2024/4713)

Language of the case: Bulgarian

Referring court

Rayonen sad Burgas

Parties to the main proceedings

Applicant: ‘Vodosnabdyavane i kanalizatsia’ EAD

Defendant: ED

Question referred

Must Article 3(1) of Council Directive 93/13/EEC ⁽²⁾ of 5 April 1993 on unfair terms in consumer contracts be interpreted as meaning that a term such as that laid down in Article 3[1](2) of the standard business terms of the Vodosnabdyavane i kanalizatsia Burgas (Burgas Water Supply and Sewerage Utility, ‘the Burgas Water Utility’) causes a significant imbalance in the rights and obligations of the contractual parties as provided for in the standard business terms, to the detriment of the consumer, given that the recoverability of a debt under those provisions of the standard business terms, and the start of the limitation period applicable to a debt for services supplied to consumers by the Burgas Water Utility, is exclusively dependent on the conduct of the water utility in relation to the issuing of an invoice, even if the utility does not comply with its obligation to issue monthly invoices?

⁽¹⁾ The name of the present case is a fictitious name. It does not correspond to the real name of any party to the proceedings.

⁽²⁾ OJ 1993 L 95, p. 29.