

V

(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Judgment of the Court (Seventh Chamber) of 5 June 2019 (request for a preliminary ruling from the Budai Központi Kerületi Bíróság — Hungary) — GT v HS

(Case C-38/17) ⁽¹⁾

(Reference for a preliminary ruling — Consumer protection — Unfair terms in consumer contracts — Directive 93/13/EEC — Article 3(1) — Article 4(2) — Article 6(1) — Loan agreement denominated in foreign currency — The exchange rate applicable to the sum made available in domestic currency communicated to the consumer after the agreement has been concluded)

(2019/C 263/03)

Language of the case: Hungarian

Referring court

Budai Központi Kerületi Bíróság

Parties to the main proceedings

Applicant: GT

Defendant: HS

Operative part of the judgment

Articles 3(1), 4(2) and 6(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts are to be interpreted as not precluding the legislation of a Member State, as interpreted by the Supreme Court of that Member State, under which a loan agreement is not invalid if it is denominated in foreign currency and, although it specifies the sum corresponding to that set out in the consumer's application for finance in domestic currency, does not indicate the exchange rate applicable to that sum for the purpose of determining the definitive amount of the loan in foreign currency, but at the same time stipulates, in one of its terms, that that rate will be set by the lender in a separate document after the agreement has been concluded,

- where that term is in plain intelligible language, within the meaning of Article 4(2) of Directive 93/13, in that the mechanism for calculating the total amount lent and the exchange rate applicable are indicated transparently, so that a reasonably well-informed and reasonably observant and circumspect consumer may evaluate, on the basis of clear, intelligible criteria, the economic consequences for him of entering into the agreement, including, in particular, the total cost of the loan, or, if it is apparent that the term is not in plain intelligible language,
- where that term is not unfair, within the meaning of Article 3(1) of the directive, or, if it is unfair, the agreement concerned is capable of continuing in existence without the unfair term, in accordance with Article 6(1) of Directive 93/31.

(¹) OJ C 178, 6.6.2017.

Judgment of the Court (Fifth Chamber) of 12 June 2019 (request for a preliminary ruling from the Sąd Najwyższy — Poland) — Prezes Urzędu Ochrony Konkurencji i Konsumentów v Orange Polska S.A.

(Case C-628/17) (¹)

(Reference for a preliminary ruling — Consumer protection — Directive 2005/29/EC — Unfair business-to-consumer commercial practices — Concept of an aggressive commercial practice — Consumer required to take a final transactional decision in the presence of the courier handing over the general terms and conditions of the contract)

(2019/C 263/04)

Language of the case: Polish

Referring court

Sąd Najwyższy

Parties to the main proceedings

Applicant: Prezes Urzędu Ochrony Konkurencji i Konsumentów

Defendant: Orange Polska S.A.

Operative part of the judgment

Article 2(j) and Articles 8 and 9 of Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council must be interpreted as meaning that the application by a trader of a model for concluding or amending contracts for the supply of telecommunications services, such as that at issue in the main proceedings, under which the consumer must take the final transactional decision in the presence of a courier who delivers the standard-form contract, without being able freely to take cognisance of the content of that contract while the courier is present:

- does not constitute an aggressive commercial practice in all circumstances;