



C/2024/3563

17.6.2024

Judgment of the Court (Ninth Chamber) of 25 April 2024 (request for a preliminary ruling from the Juzgado de Primera Instancia No 20 de Barcelona – Spain) – F C C, M A B v Caixabank SA, formerly Bankia SA

(Case C-484/21, ⁽¹⁾ Caixabank (Limitation period))

(Reference for a preliminary ruling – Consumer protection – Directive 93/13/EEC – Unfair terms in consumer contracts – Mortgage loan contract – Term stipulating that costs relating to the contract are to be paid by the consumer – Final judicial decision finding that term unfair and declaring it void – Action for restitution of the sums paid pursuant to the unfair term – Point from which the limitation period starts to run)

(C/2024/3563)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia No 20 de Barcelona

Parties to the main proceedings

Applicants: F C C, M A B

Defendant: Caixabank SA, formerly Bankia SA

Operative part of the judgment

1. Article 6(1) and Article 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, read in the light of the principle of effectiveness, must be interpreted as precluding the limitation period for an action for restitution of costs that were paid by the consumer, at the time of conclusion of a contract with a seller or supplier, pursuant to a contractual term that has been found to be unfair by a final judicial decision given subsequent to the payment of those costs, from beginning to run on the date of that payment, irrespective of whether that consumer was or could reasonably have been aware of the unfairness of that term at the time of that payment, or before that term was found to be void by that decision.
2. Article 6(1) and Article 7(1) of Directive 93/13 must be interpreted as precluding the limitation period for an action for restitution of costs that were paid by the consumer, pursuant to a term of a contract concluded with a seller or supplier that has been found to be unfair by a final judicial decision, from beginning to run on the date on which the national supreme court delivered an earlier judgment, in a separate case, declaring a standard term corresponding to that term of that contract unfair.

⁽¹⁾ OJ C 213, 30.5.2022.