

Judgment of the Court (Grand Chamber) of 1 August 2022 (request for a preliminary ruling from the Rechtbank Den Haag zittingsplaats Haarlem — Netherlands) — I, S v Staatssecretaris van Justitie en Veiligheid

(Case C-19/21) ⁽¹⁾

(Reference for a preliminary ruling — Regulation (EU) No 604/2013 — Criteria and mechanisms for determining the Member State responsible for examining an application for international protection — Article 8(2) and Article 27(1) — Unaccompanied minor with a relative legally present in another Member State — Refusal by that Member State of that minor's take charge request — Right to an effective remedy of that minor or of that relative against the refusal decision — Articles 7, 24 and 47 of the Charter of Fundamental Rights of the European Union — Best interests of the child)

(2022/C 408/16)

Language of the case: Dutch

Referring court

Rechtbank Den Haag zittingsplaats Haarlem

Parties to the main proceedings

Applicants: I, S

Defendant: Staatssecretaris van Justitie en Veiligheid

Operative part of the judgment

Article 27(1) of Regulation (EU) No 604/2013 of the European Parliament and of the Council of 26 June 2013 establishing the criteria and mechanisms for determining the Member State responsible for examining an application for international protection lodged in one of the Member States by a third-country national or a stateless person, read in conjunction with Articles 7, 24 and 47 of the Charter of Fundamental Rights of the European Union;

must be interpreted as meaning that:

it requires a Member State to which a take charge request has been made, based on Article 8(2) of that regulation, to grant a right to a judicial remedy against its refusal decision to the unaccompanied minor, within the meaning of Article 2(j) of that regulation, who applies for international protection, but not to the relative of that minor, within the meaning of Article 2(h) of that regulation.

⁽¹⁾ OJ C 128, 12.4.2021.

Judgment of the Court (Ninth Chamber) of 8 September 2022 (requests for a preliminary ruling from the Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie — Poland) — E.K., S.K. v D.B.P. (C-80/21), and B.S., W.S. v M. (C-81/21), and B.S., Ł.S. v M. (C-82/21)

(Joined Cases C-80/21 to C-82/21) ⁽¹⁾

(Request for a preliminary ruling — Directive 93/13/EEC — Unfair terms in consumer contracts — Article 6(1) and Article 7(1) — Mortgage credit agreements — Effects of a finding that a term is unfair — Period of limitation — Principle of effectiveness)

(2022/C 408/17)

Language of the case: Polish

Referring court

Sąd Rejonowy dla Warszawy — Śródmieścia w Warszawie

Parties to the main proceedings

Applicants: E.K., S.K. (C 80/21), B.S., W.S. (C-81/21), B.S., Ł.S. (C-82/21)

Defendants: D.B.P. (C-80/21), M. (C-81/21), M. (C-82/21)

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

must be interpreted as:

precluding national case-law according to which the national court may declare unfair not the entire term of a contract concluded between a consumer and a seller or supplier, but only those parts of it which are unfair, so that the term remains partially effective after the removal of those parts, where such removal would be tantamount to revising the content of the term by affecting its substance, which is a matter for the national court to determine.

2. Article 6(1) and Article 7(1) of Directive 93/13 must be interpreted as:

precluding national case-law according to which the national court may, after finding that an unfair term contained in a contract concluded between a consumer and a seller or supplier is void and does not result in the annulment of that contract as a whole, replace that term with a supplementary provision of national law.

3. Article 6(1) and Article 7(1) of Directive 93/13 must be interpreted as:

precluding national case-law according to which the national court may, after finding that an unfair term contained in a contract concluded between a consumer and a seller or supplier is void and that the contract as a whole is void, replace the annulled term either by interpreting the parties' wishes in order to avoid the annulment of the contract, or by applying to the annulled unfair term a supplementary provision of national law, even though the consumer has been informed of the consequences of the annulment of that contract and has accepted them.

4. Directive 93/13, read in the light of the principle of effectiveness, must be interpreted as:

precluding national case-law according to which the 10-year limitation period for a consumer's action for the restitution of sums unduly paid to a seller or supplier in performance of an unfair term contained in a credit agreement with a duration of 30 years begins to run on the date of each performance by the consumer, even though the consumer was not in a position, at that date, to assess the unfairness of the contractual term himself or herself or was not aware of the unfairness of the term, and regardless of the fact that the contract had a repayment period, in this case 30 years, which is much longer than the statutory limitation period of 10 years.

(¹) OJ C 242, 21.6.2021.