

**Jurisprudencia****Detalles del asunto**

**ID nacional:** Provincial Court, Valencia, Judgment 485/2018

**Estado miembro:** España

**Denominación común:** SAP, Valencia, 485/2018

**Tipo de resolución:** Resolución judicial recurrida

**Fecha de la resolución:** 09/11/2018

**Órgano jurisdiccional:** Provincial Court, Valencia

**Asunto:**

**Demandante:**

**Demandado:**

**Palabras clave:** Compensation for damages, purchase of second hand vehicles, consumers and users, necessary expenses.

**Artículos de la Directiva**

Consumer Sales and Guarantees Directive, [Article 3](#) Consumer Sales and Guarantees Directive, [Article 5](#) Consumer Sales and Guarantees Directive, [Article 6](#)

**Nota preliminar**

**ECLI:** ECLI:ES:APV:2018:4653

Purchase of a second-hand vehicle. The vehicle has a hidden defect: a crack in the cylinder head. Said defect is detected within a few days of the sale and makes the good unsuitable to serve the purpose that is its own.

**Hechos**

Contract of sale concluded between two individuals through which one of them acquires a second-hand vehicle. A few days after the acquisition, the engine of the vehicle is broken permanently because of a failure in the cylinder head. The seller was aware of this problem and did not inform the buyer at the time of the sale.

The plaintiff (buyer) requires the seller (defendant) to cover the costs of replacing the engine.

**Cuestión jurídica**

Consumer rights in the absence of conformity and the term for exercising them. Commercial guarantees contemplated in Directive 1999/44/EC, in accordance with the Law of Guarantees on the Sale of Consumer Goods (Law 23/2003, of July 10).

**Decisión**

Appeal partially upheld, which entails a reduction in the defendant's condemnation, based on the fact that the amount claimed by the plaintiff was not only related to the necessary replacement of the engine, but also that the invoice included items that were not justified or necessary, as the filters of the fuel, of air, the battery and the gearbox oil, all of them cost that the defendant does not have to bear off because they are repairs that are supposed to be necessary when purchasing a second-hand vehicle.

Texto completo: [Texto completo](#)

**Asuntos relacionados**

No hay resultados disponibles

**Literatura jurídica**

No hay resultados disponibles

**Resultado**

The Provincial Court partially upheld the appeal, which entailed a reduction in the defendant's condemnation.