

Jurisprudencia**Detalles del asunto**

ID nacional: Supreme Court, Judgment 224/2017

Estado miembro: España

Denominación común: STS 224/2017

Tipo de resolución: Resolución del Tribunal Supremo

Fecha de la resolución: 05/04/2017

Órgano jurisdiccional: Supreme Court

Asunto:

Demandante:

Demandado:

Palabras clave: Consumers and users, dual purpose contracts, consumer's condition.

Artículos de la Directiva

Unfair Commercial Practices Directive, [Chapter 1, Article 2](#) Consumer Rights Directive, [Chapter 1, Article 2](#) Consumer Rights Directive, [Chapter 1, Article 2](#)

Nota preliminar

ECLI: ECLI:ES:TS:2017:1385

CONSUMERS AND USERS. CONDITION OF CONSUMER IN CONTRACTS WITH DOUBLE PURPOSE, PROFESSIONAL AND PERSONAL. Determination of consumer status based on the predominant purpose, taking into consideration the general context of the contract, taking into account the global nature of the circumstances preponderance of the professional destiny over the personal loan used primarily, with other purposes, to repair and refurbish a building in order to dedicate it to real estate rental business.

Hechos

Mortgage loan contract concluded between a private individual and a banking entity, for professional purposes. The individual demands the bank to include in the loan contract a floor clause, which turns out to be abusive. In First Instance the bank is condemned, however, the bank appeals the judgment. In Second Instance, the individual is condemned, for which an appeal is filed before the Supreme Court for misinterpretation of the law.

Cuestión jurídica

Infringement, in the concept of improper application, of the following articles: 3 of RDL 1/2007, which regulates the concept of consumer; 51 and 24 of the Constitution, since they demand from the judicial system the defense, at all costs, of the rights and interests of consumers.

Decisión

Where it is not clearly proven that a contract has been carried out exclusively for either a personal or professional purpose, the contracting person shall be regarded as a consumer if the professional object is not prevalent in the general context of the contract, in attention to the circumstances of the case. In this case, the professional destiny of the loan was preponderant, since it was used primarily to repair and condition a building to be used for a real estate rental business.

URL: https://supremo.vlex.es/vid/677691889#section_2

Texto completo: [Texto completo](#)

Asuntos relacionados

No hay resultados disponibles

Literatura jurídica

No hay resultados disponibles

Resultado

The Supreme Court dismissed the appeal.