LT

Teismų praktika

Bylos aprašymas

Nacionalinis numeris: Supreme Court, Judgment e3K-3-499-684/2018

Valstybė narė: Lietuva

Bendrinis pavadinimas:N/A

Sprendimo rūšis: Aukščiausiojo Teismo sprendimas

Sprendimo data: 19/12/2018

Teismas: Supreme Court

Tema:

Ieškovas: J. G.

Atsakovas: Bankrutavusi kredito unija „Vilniaus taupomoji kasa“

Raktažodžiai: unfair terms, consumer credit, interest for late payment, refinancing agreement

Direktyvos straipsniai

Unfair Contract Terms Directive, ANNEX I

Įžanginė pastaba

The Court ruled that the 0.2 percent interest rate on the consumer credit agreement is considered excessive. There is no reason to believe that the entrepreneur was able to reasonably, fairly and justifiably expect the consumer to pay interest at this rate if the terms of the contract had been individually negotiated, therefore this contract clause was found to be unfair (by ordering Article 3 of Directive 93/13 / EEC). Infringements of point (e) of the Annex to the Directive).

Faktai

The claimant concluded a loan contract with the defendant, Bankrutavusi kredito unija Vilniaus taupomoji kasa, which was planned at a 0.2% interest rate for each day of delay. The defendant terminated the loan contract. The plaintiff appealed to the Court to declare unlawful the unilateral termination of the loan contract and to replace the unfair loan term of 0.2 percent interest rate and to reduce it to 0.02 percent. The Court of First Instance dismissed the action and the Court of Appeal upheld the judgment of the First Instance.

The claimant appealed to the Supreme Court of Lithuania.

Teisės klausimas

Is an interest rate of 0.2 percent on the consumer credit agreement too high?

Sprendimas

Taking into account the case law of the Court of Cassation and the provision of Article 11 (8) of the Consumer Credit Act in force at the time the loan contract was concluded, even in business contracts a 0.2 percent interest as a default is considered excessive. The default interest rate on the consumer credit shall not exceed 0.05 per cent of the overdue payment for each day past the due date. Given the fact that the Credit Union has not provided evidence that, in the circumstances of the loan contract, the amount of interest could be considered normal, concludes that there is no reason to believe that the company was able to fairly and reasonably expect the consumer to have accepted such interest if the terms of the contract had been individually negotiated. On the basis of the above arguments, the panel of judges stated that the 0.2% interest loan agreement term is unfair and is not valid from the moment the contract is concluded.

URL: https://eteismai.lt/byla/115047937550327/e3K-3-499-684/2018?word=brokas%20suprantamas

Visas tekstas: Visas tekstas

Susijusios bylos

Rezultatų nėra

Teisinė literatūra

Rezultatų nėra

Rezultatas

The part of the judgment of the Court of Appeal which upheld the Court of First Instance's dismissal of the claimant's claims for the unlawful unilateral termination of the loan contract and obliges the defendant to execute the contract, remains unchanged.

The part of the judgment of the Court of Appeal which upheld parts of the order of the Court of First Instance to dismiss the claimant's claims to replace the unfair loan clause of 0.2 interest rate is annulled. As a result of this part of the case, the Court adopted a new decision: the loan contract concluded between the plaintiff and the defendant with a penalty of 0.2% interest rate is declared unfair and invalid from the moment the contract was concluded.

The Court decided to eliminate another part of the appeal, and returned that part of the case to the Court of First Instance for re-examination.