

Teismų praktika

Bylos aprašymas

Nacionalinis numeris: Supreme Court, Judgment e3K-3-318-611/2017

Valstybė narė: Lietuva

Bendrinis pavadinimas: N/A

Sprendimo rūšis: Aukščiausiojo Teismo sprendimas

Sprendimo data: 19/12/2018

Teismas: Supreme Court

Tema:

Ieškovas: A.S.

Atsakovas: AB SEB bankas

Raktažodžiai: unfair terms, consumer rights, unilateral termination of contract, consumer credit

Direktyvos straipsniai

Unfair Contract Terms Directive, [Article 3](#) Unfair Contract Terms Directive, [Article 3, 1.](#)

Ižanginė pastaba

The Court found that the credit contract clause providing for unilateral termination of the contract after the consumer missed any payment or part of it was unfair (the decision found an infringement of Article 3 (1) of Directive 93/13 / EEC).

Faktai

The applicant sought recognition that the defendant's decision to unilaterally terminate the credit agreement was unlawful and unfair, to recognize as unfair the terms of the credit contract on unilateral termination prior to the date, and to oblige the defendant to renew the credit contract without changing the previous terms of the contract. The Court of First Instance dismissed the action. The Court of Appeal upheld the decision of the Court of First Instance. The applicant lodged an appeal.

Teisės klausimas

Is a credit contract term providing for unilateral termination of the contract after the consumer misses any payment or part of it unfair?

Sprendimas

The courts have established that, in agreement with Article 5 (2) of the credit contract, the defendant has unilaterally terminated the credit contract after a material breach of the credit contract by the borrower. Article 5 (2) (1) of the credit contract states that the default or defective execution of a borrower as set out in Article 4 (1) to (10) is a material breach of the credit contract. In Article 4 (1), (2) and (4) of the credit contract, the applicant undertook to pay, in due time, a repayable portion of the credit and interest due to the payee, as well as to have the necessary funds in the bank account specified in the credit contract on the day of payment. It follows from the findings that, on the basis of the terms of the contract, the defendant (the creditor) acquires the right to unilaterally terminate the credit contract before its expiry (that is, after the plaintiff has missed any payment or part of it). In this context, the panel of judges finds that the disputed unilateral termination of the contract, fundamentally violates the rights and interests of the plaintiff as a consumer, by placing him in a less favorable position than national Law.

URL: <https://eteismai.lt/byla/239394944973752/eA-1239-822/2018?word=brokas%20suprantamas>

Visas tekstas: [Visas tekstas](#)

Susijusios bylos

Rezultatų nėra

Teisinė literatūra

Rezultatų nėra

Rezultatas

The Court amended the decision of the Court of Appeal, recognizing that the terms of the credit contract regarding unilateral termination of the contract prior to expiry are unfair and are not valid from the date of the signing.