

**Νομολογία****Στοιχεία της υπόθεσης**

**Εθνικός αναγνωριστικός αριθμός:** Lamaca District Court, Bank of Cyprus v Varbedian

**Κράτος μέλος:** Κύπρος

**Κοινή ονομασία:** N/A

**Είδος απόφασης:** Πρωτοβάθμια δικαστική απόφαση

**Ημερομηνία απόφασης:** 30/05/2019

**Δικαστήριο:** Επαρχιακό Δικαστήριο Λάρνακας

**Θέμα:**

**Ενάγων:**

**Εναγόμενος:**

**Λέξεις-κλειδιά:** financial services, legal actions, judicial review

**Άρθρα της οδηγίας**

Unfair Contract Terms Directive, [Article 7](#)

**Περίληψη**

**ECLI:CY:EDLAR:2019:A167**

In cases of unfair terms contained in contracts, the Courts will only examine whether a clause is unfair if such a claim has been made in the litigant's original court brief (claim/action). Therefore, the review of the clauses will not be carried out ex officio nor can these clauses be raised later on in the course of the trial.

**Πραγματικά περιστατικά**

Defendants were sued under a loan and guarantee agreement with the plaintiff bank. They raised a series of defenses regarding the valid conclusion of their contract and the way in which interest rates and other charges were calculated. During the proceedings, it was further alleged that these terms of the agreement may have been in violation of the Unfair Contract Terms Act.

**Νομικό ζήτημα**

Does a court have to examine claims made during the trial as to whether a contractual term is unfair under the Unfair Contract Terms Law?

**Απόφαση**

The court should only examine an unfairness allegation if it was made in the parties' original statement (claim).

URL: <http://www.cylaw.org/cgi-bin/open.pl?file=/apofaseised/pol/2019/3120190226.htm>

Πλήρες κείμενο: [Πλήρες κείμενο](#)

**Συναφείς υποθέσεις**

Δεν υπάρχουν αποτελέσματα

**Νομική βιβλιογραφία**

Δεν υπάρχουν αποτελέσματα

**Αποτέλεσμα**

The court found for the plaintiff bank; there was no appeal.