

Teismų praktika

Bylos aprašymas

Nacionalinis numeris: Supreme Court, Judgement e3K-3-131-378/2019

Valstybė narė: Lietuva

Bendrinis pavadinimas: N/A

Sprendimo rūšis: Aukščiausiojo Teismo sprendimas

Sprendimo data: 11/04/2019

Teismas: Supreme Court of Lithuania

Tema:

Ieškovas:

Atsakovas:

Raktažodžiai: consumers as professionals, ex officio, lawyer, unfair terms

Direktyvos straipsniai

Unfair Contract Terms Directive, [Article 5](#) Unfair Contract Terms Directive, [Article 5](#) Unfair Contract Terms Directive, [ANNEX I, 1., \(h\)](#)

Ižanginė pastaba

A term which automatically extends a contract of fixed duration where the consumer does not indicate otherwise would not be deemed unfair if the consumer had been informed about it upon entering the contract and the term was clear and understandable, (i.e., if the term complies with the principle of transparency in Directive 93/13/EEC article 5). The Court said that the purpose of Directive 93/13/EEC annex paragraph h) is not to completely prohibit the automatic renewal of the contract, but to prohibit an automatic renewal in the case when the consumer is given insufficient time to decide on the renewal or termination of the contract. The Court decided that 5 days' notice before the end of the contract and before it was automatically extended was not an insufficient amount of time for the consumer to decide on the renewal or termination of the contract.

Faktai

Parties entered into a fixed-term 26-month cable television services provision contract. 5 days before the end of the contract, the defendant (the company providing cable television services) informed that their contract term was about to end. The plaintiff (the consumer) did not reply until after the end of the contract term. The contract contained a term automatically extending the contract for an indefinite amount of time if the consumer did not indicate otherwise, therefore, it was automatically extended. Because of this, the contract provided that the plaintiff had to notify the defendant at least 30 days' in advance before termination, had to return the cable television equipment and was obliged to pay the defendant in full for the services provided before the date of termination of the contract specified in the notification letter. The plaintiff refused to pay the defendant and refused to return the cable television equipment because he believed some of their contract terms were unfair, so he decided to go to court. First Instance Court dismissed the action. The Appellate Court left the decision of the First Instance Court unchanged.

Teisės klausimas

Would a term which automatically extends a contract of fixed duration where the consumer does not indicate otherwise be unfair if the consumer had been informed about it upon entering the contract and the term was clear and understandable?

Sprendimas

A term which automatically extends a contract of fixed duration where the consumer does not indicate otherwise would not be deemed unfair if the consumer had been informed about it upon entering the contract and the term had been clear and understandable, (i.e., if the term complies with the principle of transparency in Directive 93/13/EEC article 5).

Visas tekstas: [Visas tekstas](#)

Susijusios bylos

Rezultatų nėra

Teisinė literatūra

Rezultatų nėra

Rezultatas

The Court left the decisions of the First Instance and the Appellate Courts unchanged.