

Teismų praktika

Bylos aprašymas

Nacionalinis numeris: Supreme Court, Judgement 3K-3-176-421/2020

Valstybė narė: Lietuva

Bendrinis pavadinimas: N/A

Sprendimo rūšis: Aukščiausiojo Teismo sprendimas

Sprendimo data: 04/06/2020

Teismas: Lietuvos Aukščiausiasis Teismas

Tema:

Ieškovas:

Atsakovas:

Raktažodžiai: unfair terms, real estate, immovable property, credit agreement

Direktyvos straipsniai

Unfair Contract Terms Directive, [link](#)

Ižanginė pastaba

The non-payment of just one instalment under the credit agreement as a ground for unilateral early termination of the credit agreement, as well as a ten-day notice period before termination, substantially infringes the balance of rights and obligations between the consumer and the entrepreneur and the consumer's rights and interests, because it places the consumer in a less favourable position than under national law. Such provisions are deemed to be unfair.

Faktai

Plaintiff (consumer) intending to buy an apartment entered into a loan agreement with the defendant, AB "DnB NORD" bank. The plaintiff failed to meet the payment schedule, so the bank unilaterally terminated the agreement. Plaintiff filed a lawsuit against the bank arguing that the bank terminated the contract unlawfully. The First Instance Court dismissed the action. The Appellate Court left the decision of the First Instance Court unchanged.

Teisės klausimas

Does the non-payment of just one instalment under the credit agreement as a ground for unilateral early termination of the credit agreement, as well as a ten-day notice period before termination, substantially infringe the balance of rights and obligations between the consumer and the entrepreneur and the consumer's rights and interests?

Sprendimas

The non-payment of just one instalment under the credit agreement as a ground for unilateral early termination of the credit agreement, as well as a ten-day notice period before termination, substantially infringes the balance of rights and obligations between the consumer and the entrepreneur and the consumer's rights and interests, because it places the consumer in a less favourable position than under national law. Such provisions are deemed to be unfair and therefore invalid (Art. 6.188 of the Lithuanian Civil Code).

URL: <https://eteismai.lt/byla/27936539659160/e3K-3-161-403/2020>

Visas tekstas: [Visas tekstas](#)

Susijusios bylos

Rezultatų nėra

Teisinė literatūra

Rezultatų nėra

Rezultatas

The Court decided to amend the decision of the Appellate and the First Instance Court by declaring the unfair clauses illegal and invalid ab initio.