

Giurisprudenza

Dettagli del caso

ID nazionale: Movimento Federativo Democratico v. A.B.I. e altri

Stato membro: Italia

Nome comune: N/A

Tipo di decisione: Altro

Data della decisione: 18/06/1998

Organo giurisdizionale: Tribunale

Oggetto:

Attore:

Convenuto:

Parole chiave: Giurisprudenza Italia italiano

Articoli della direttiva

Unfair Contract Terms Directive, [Article 7](#) Unfair Contract Terms Directive, [ANNEX I, 1.](#)

Nota introduttiva

1. Under the article 1469-sexies of the Italian Civil Code, a consumer association has standing to act before the Court to obtain an injunction in order to inhibit the adoption of unfair terms in the consumers' contracts.
2. The Tribunale di Roma has specified that the association should have the scope to protect the consumers' interests.
3. Upon this decision, the consumers' association may seek an "urgent injunction" to protect the fundamental personal rights of the consumers from an irreparable damage (see the article 1469-sexies, paragraph two, of the Italian Civil Code).

Fatti

The consumers' association Movimento Federativo Consumatori sued before the Tribunale di Roma the Associazione Bancaria Italiana ("ABI").

The association has acted to obtain an urgent injunction under the article 1469-sexies, paragraph two, of the Italian Civil Code, aiming to prohibit the use of unfair terms in the standard contracts suggested by ABI to its members.

Questione giuridica

Decisione

In this decision, the Tribunale di Roma has stated the criteria upon which a consumer association has standing to act for an injunction to inhibit the adoption of unfair terms in the consumers' contracts.

At this regard, the association should have the scope to protect the consumers' interests; the decision also confirmed that other issues, such as the nature of the good and/or of the service and the number of the members, are not essential for this purpose.

Accordingly with the Tribunale di Roma, an "urgent injunction" under the article 1469-sexies, paragraph two, of the Italian Civil Code may be asked by the consumers only to protect the personal rights of the consumers from an irreparable damage.

Testo integrale: [Testo integrale](#)

Casi correlati

Nessun risultato disponibile

Dottrina

Nessun risultato disponibile

Risultato