

Case law**Case Details**

National ID: K, afd. B-1622-99

Member State: Denmark

Common Name: Handelsfinans A/S vs. D

Decision type: Other

Decision date: 13/09/2000

Court: Vestre Landsret (Others)

Subject:

Plaintiff:

Defendant:

Keywords:

Directive Articles

Unfair Contract Terms Directive, [Article 6, 1](#). Unfair Contract Terms Directive, [Article 6, 2](#).

Headnote

The case concerned the fairness according to the Formation of Contract Act § 36 and § 38 c (implementing art. 6 of Directive 93/13/EC) of a term authorizing a charge for giving notice in case of non-payment.

Facts

Handelsfinans A/S, a financing company, issued an “express loan” to the consumer D through a retail shop. When D later failed to pay the instalments, Handelsfinans forwarded two notices to D, including charges for giving notice of DKK 135 and 225, respectively. The charges appeared in Handelsfinans’ standard policy conditions, which were issued to D when entering the contract.

Legal issue

In subsequent enforcement proceedings the Enforcement Court found that the charges were unfair and thus violating the Credit Agreements Act § 22 and the Formation of Contract Act §§ 36 and 38 c (implementing art. 6 of Directive 93/13/EC). Consequently, the Court reduced the fees to DKK 100 each.

The Western High Court, however, reversed the Enforcement Court’s decision. The High Court attached importance to the fact that the charges were agreed between the parties and that the actual work involved in trying to collect the claims justified the rate of the charges.

Decision

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Legal Literature

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Result