

## Giurisprudenza

### Dettagli del caso

**ID nazionale:** Adiconsum v. Azienda municipale acque di Palermo

**Stato membro:** Italia

**Nome comune:** N/A

**Tipo di decisione:** Altro

**Data della decisione:** 10/01/2000

**Organo giurisdizionale:** Tribunale

**Oggetto:**

**Attore:**

**Convenuto:**

**Parole chiave:** Giurisprudenza Italia italiano

### Articoli della direttiva

Unfair Contract Terms Directive, [Article 2](#) Unfair Contract Terms Directive, [Article 3, 1.](#)

### Nota introduttiva

1. The Tribunale di Palermo stated that the terms provided in the standard forms of the Azienda municipale acque di Palermo for the public service of water distribution were not unfair under the article 1469-bis of the Italian Civil Code. As to the decision, the public company has rendered the proof that these terms are absolutely necessary to supply the public service.

The term “necessary” means that, without the adoption of these terms, it is not economically feasible for the company to supply that service.

Anyway, a term of the standard contracts for the public service of water distribution, upon which the consumer has to pay for any present and future burden related to the service (also if it is not indicated in the contract), is unfair under the article 1469-bis of the Italian Civil Code.

In particular, the consumers’ association Adiconsum acted to seek an urgent injunction (i.e. *inibitoria urgente*) 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

A consumer association, Adiconsum sued the Azienda municipale acque di Palermo before the Tribunale di Palermo asking the Court to inhibit the adoption of a number of unfair terms in the standard contracts related to the public service of water distribution.

The Azienda municipale acque di Palermo has claimed that these terms were essential to manage the business concerned and that the distribution of water is a service of public utility.

### Questione giuridica

#### Decisione

The Tribunale di Palermo has stated that a term is not unfair when, without its adoption, it is not economically feasible for a company to supply a public service.

The judge also deemed that a term of the standard contracts for the public service of water distribution, upon which the consumer has to pay for any present and future burden related to the service and not indicated in the contract, is unfair under the article 1469-bis of the Italian Civil Code

The decision confirmed the legal standing of the consumer association to seek an injunction for the protection of the consumers’ interests.

Actually, the article 1469-sexies of the Italian Civil Code provides for the action for an injunction for the protection of consumers. As for such article, Craft and Trade Chambers and the associations, representing consumers and professional workers, may avail themselves of an action for an injunction.

The judge may give an urgent injunction (i.e. *inibitoria urgente*) only 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).

Testo integrale: [Testo integrale](#)

### Casi correlati

Nessun risultato disponibile

### Dottrina

Nessun risultato disponibile

### Risultato