

Ítélezési gyakorlat**Az ügy részletei**

Nemzeti azonosító: Legf. Bír. Gfv. I. 31. 148/2000. sz.

Tagállam: Magyarország

Közhasználatú név: N/A

Határozat típusa: Egyéb

A határozat napja: 01/01/2000

Bíróság: Magyar Köztársaság Legfelsőbb Bíróság

Tárgy:

Felperes:

Alperes:

Kulcsszavak: Ítélezési gyakorlat Magyarország magyar

Az irányelv cikkei

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

Megjegyzés

An unfair standard contract term is not ipso iure invalid, but rather can be contested in court.

Tények

The defendants signed credit agreements for the construction of residential buildings with a bank (the plaintiff). The construction was part-funded by the government via a credit arrangement and reduced interest payments. After the defendants had failed to meet essential conditions of the contract, the bank terminated the credit agreement. The bank subsequently brought an action against the defendant for breach of contract. The Court of First Instance ordered the defendants to repay the credit plus interest.

The defendants' first appeal was unsuccessful. The defendants then lodged an appeal with the Supreme Court. In their appeal submission, they argued that the other courts had violated legal regulations. They also claimed that the bank's pre-formulated termination clause was unfair. In their opinion, the court should have declared the unfair clause, and thus the contract, ex officio null and void.

Jogi kérdés**Határozat**

The Supreme Court ruled that the appeal was unfounded. In its verdict, the court referred to § 209 para 1 of the Civil Code (Ptk). Under this provision, an unfair clause – and potentially the contract – is only to be regarded as invalid if it is contested in court within the timeframe laid down in law and if the court then rules the clause invalid. In such circumstances, an unfair standard contract term is, however, not invalid under § 209 para 1 Ptk, but only contestable in court.

(Note: It is debatable whether this provision meets the requirements laid down in the Directive on Unfair Terms, in particular in art 6 para 1. See the ECJ preliminary ruling proceedings, case C-302/04 (Ynos Kft. v. János Varga) brought by the district court of Szombathelyi Városi Bíróság.

Teljes szöveg: [Teljes szöveg](#)

Kapcsolódó ügyek

Nincs találat

Jogi szakirodalom

Nincs találat

Eredmény