

Rechtspraak

Bijzonderheden van de zaak

Nationaal ID: link

Lidstaat: België

Gangbare benaming: link

Soort beslissing: Overige

Datum beslissing: 08/03/2010

Gerecht: Hof van Beroep (NL)/Cour d'appel (FR)

Onderwerp:

Eiser:

Verweerder:

Trefwoorden:

Richtlijnartikelen

Doorstep Selling Directive, [Article 1, 1](#). Doorstep Selling Directive, [Article 1, 2](#). Doorstep Selling Directive, [Article 1, 3](#). Doorstep Selling Directive, [Article 1, 4](#). Doorstep Selling Directive, [Article 4](#)

Koptekst

The claim that the seller could not have known the consumer's intention to sell his property by any other means and the fact that the consumer agreed to the notarization, are insufficient proof (Art. 1353 Civil Code) to conclude that the seller's visit took place at the consumer's express and prior request with the intention to negotiate the conclusion of a contract.

The contract concluded away from the business premises is null and void when it does not mention the right of cancellation of the consumer. Article 88 Trade Practice Act (now art. 60 Market Practices Act) relates to the public order. The sanction of nullity is therefore absolute. Hence, the Court may refuse the sellers' claim for equitable compensation for services rendered under the nullified agreement ("in pari cause turpitudinis cessat repetiti").

Feiten

Juridische kwestie

Uitspraak

Integrale tekst: [Integrale tekst](#)

Verwante zaken

Geen resultaten

Rechtsleer

Geen resultaten

Resultaat