

Case law

Case Details

National ID: [link](#)

Member State: France

Common Name: [link](#)

Decision type: Other

Decision date: 11/12/2008

Court: Cour de Cassation (Supreme court)

Subject:

Plaintiff:

Defendant:

Keywords:

Directive Articles

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

Headnote

No headnotes available.

Facts

The companies Etablissements Jean Patouillet and Sonalp concluded a gratuitous legally enforceable agreement under which the latter authorised the former to install and manage a hot drinks machine on its premises for an initial duration of five years to be renewed by tacit agreement. Sonalp agreed to a covenant in restraint of trade for the benefit of Etablissements Jean Patouillet. After Etablissements Jean Patouillet installed another machine of one of its competitors, Sonalp brought an action for judicial repudiation of the contract and damages for the resulting loss.

The Court of Appeal declared the restrictive covenant unenforceable on the ground that Sonalp should be considered as a normal consumer. The Court of Cassation overturned the decision of the Court of Appeal.

Legal issue

Article L. 132-1 du Code de la consommation, according to which unfair terms are without effect in consumer or non-commercial contracts, does not apply to commercial contracts for the provision of goods or services concluded between companies.

Decision

Full text: [Full text](#)

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Result