

Case law**Case Details****National ID:** link**Member State:** Greece**Common Name:** 3884/2006**Decision type:** Other**Decision date:** 01/01/9999**Court:** Eirinodikeio Athinon (Appellate court, Athens)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Unfair Contract Terms Directive, [Article 2](#)**Headnote**

A legal person cannot be a consumer

Facts

The plaintiff who is a limited company under Greek law and a legal person thus, leased a car for 36 months. The lease was agreed to serve commercial but also other social and private travel of the company's CEO. At the time of delivery the car had a manufacturing defect of the seat belt which was known to the first defendant (the importer) but which could not be detected by the buyer when receiving the car. The car had an accident where neither the seat belt nor the passenger airbag properly worked. Due to the failure the general manager and his wife were severely injured. The plaintiff sued the lessor, the owner and the importer to pay the total amount of 150,000 euros in compensation for the harm suffered by injury to the passengers of the car.

Legal issue

The court held that the first instance court correctly applied the consumer definition in Article 1 (4) (a) of the Act 2251/1994 (Consumer Protection Act) in relation to the implementation of the provisions of Article 2 of Act 2251/1994 which transposes the provisions of Directive 93/13/EEC as interpreted by the ECJ in the cases *Cape Snc v Ide-alservice Srl* (C-541/99) and *Idealservice MN RE Sas v OMAI Srl* (C-542/99).

DecisionFull text: [Full text](#)**Related Cases**

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