

**Teismų praktika****Bylos aprašymas****Nacionalinis numeris:** 3K-3-256/2009**Valstybė narė:** Lietuva**Bendrinis pavadinimas:**N/A**Sprendimo rūšis:** Kita**Sprendimo data:** 01/06/2009**Teismas:** Supreme Court of the Republic of Lithuania**Tema:****Ieškovas:****Atsakovas:****Raktažodžiai:** Teismų praktika Lietuva lietuvių kalba**Direktyvos straipsniai**

Consumer Sales and Guarantees Directive, [Article 3, 2](#). Consumer Sales and Guarantees Directive, [Article 3, 3](#). Consumer Sales and Guarantees Directive, [Article 3, 5](#).

**Įžanginė pastaba**

No headnotes available for this decision.

**Faktai**

Plaintiff for 2083,83 LTL purchased 67 units of non-asbestine brown slate, which was used to cover the roof of her family house. Less than after one year slate sheets lost their color and became deformed. According to the plaintiff, it was possible to remove the roof defects only by covering the roof with a new cover, this according to an estimate cost of works costs 6120 LTL. Plaintiff asked to terminate the sale-purchase contract, to reimburse 2083,83 LTL paid for the slate, to award 6120 LTL roof replacement costs and 1000 LTL non-pecuniary damage compensation.

**Teisės klausimas****Sprendimas**

The court stated that legal relations between the parties by the lower instance courts were reasonably qualified as consumer sale-purchase contract. The specificity of consumer contracts inter alia occurs in the legal regulation of the consumer contract termination or refusal of this contract. This kind of legal regulation gives the right for the consumer to refuse or to terminate the contract in a more favorable way than in case of other contracts. The example of such regulation is Article 6.363 paragraph 8 of Civil Code, setting the buyer's right to unilaterally terminate the sale-purchase contract, when a poor quality item has been sold. Article 6.363 paragraphs 4-8 of Civil Code sets legal regulation, according to which a buyer has a right to choose the most favourable remedy when the inappropriate quality item has been made or sold, among them – to terminate the contract and to claim the repayment of the price.

Consumer has the right without any limitations to decide which of the remedies set by the law to apply. Whereas court hearing the case, when assessing the legitimacy of the remedy, chosen by the consumer has an obligation to take into consideration legally significant circumstances and to ensure that the remedy is proportionate to the breach of obligations and do not cause disproportionate consequences considering the infringement which has been made.

Except the remedies, set in Article 6.363 paragraphs 4-8 of Civil Code, in all cases consumer is entitled to the reimbursement of damages, resulting from the sale of defective goods. The law guarantees the right to both pecuniary and non-pecuniary damage compensation. In the case at issue the court concluded the decisions of lower instance courts to leave unchanged, i. e. to satisfy the claim – to terminate the sale-purchase contract of 67 units of non-asbestine brown slate, o award 8203,83 LTL pecuniary and 1000 LTL non-pecuniary damage compensation.

Visas tekstas: [Visas tekstas](#)

**Susijusios bylos**

Rezultatų nėra

**Teisinė literatūra**

Rezultatų nėra

**Rezultatas**