

Case law

Case Details

National ID: Højesterets dom af 29.11.2013 (sag 114/2012)

Member State: Denmark

Common Name: link

Decision type: Supreme court decision

Decision date: 29/11/2013

Court: Supreme Court

Subject:

Plaintiff: Dansk Erhverv

Defendant: Forbrugerombudsmanden

Keywords: cancellation of contract, consumer, good faith, information obligation, misleading omissions

Directive Articles

Consumer Sales and Guarantees Directive, [Article 2, 4.](#), - Consumer Sales and Guarantees Directive, [Article 3, 6.](#)

Headnote

A consumer can terminate a sales contract if the seller has failed to fulfill his duty to provide information.

Facts

In 2007, the Danish Broadcasting Corporation, which provides public-service television in Denmark, decided that their signals would be sent with MPEG 4-standard starting from 2009 and that the previous MPEG 2 signal would only be broadcasted until 2012.

In January 2008, the consumer bought a television incapable of receiving the new MPEG 4 signal. The seller did not inform the consumer that he would have to buy a tv-box in order to receive new channels and that the television could not receive the old channels by 2012. Afterwards, the consumer bought the box and used the television until 2012.

Legal issue

The court ruled that the defendant should have known that the buyer would have to buy extra equipment and that the television could not receive the channels DR1, DR 2 and TV2 starting from 2012. The court further noted that seeing as that information was relevant within the normal period of use and that it would have influenced the consumer's assessment of the good, it could not, as a starting point, be seen as merely being a minor defect not to give this information to the consumer. The court did not find that the circumstances of the case could justify departing from this starting point and ruled that the failure to provide information was a non-minor defect, which permitted the consumer to terminate the contract.

Decision

Can a consumer terminate a contract on the grounds that the seller had not fulfilled his duty to provide information?

URL: <http://domstol.fe1.tangora.com/media/-300016/files/114-12.pdf>

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Result

The plaintiff was entitled to terminate the contract.