

Case law

Case Details

National ID: No. 3-pk

Member State: Latvia

Common Name: link

Decision type: Administrative decision, first degree

Decision date: 07/03/2014

Court: Consumer Rights Protection Centre

Subject:

Plaintiff: Unknown

Defendant: SIA "ARKY"

Keywords: distance contracting, right of withdrawal

Directive Articles

Consumer Rights Directive, [Chapter 3, Article 9, 1](#). Consumer Rights Directive, [Chapter 3, Article 13, 2](#).

Headnote

Restricting the right of withdrawal from off-premises contracts by allowing the trader to dismiss a request of withdrawal if the returned goods are damaged or to impose predetermined costs of repairing the goods upon the consumer is prohibited.

Facts

The defendant traded goods off-premises. The defendant had made model agreements on trade, which entailed that the defendant has a right to dismiss the consumers' requests of withdrawal if the returned goods are damaged, or to impose costs of repairing the goods upon the consumer. The court investigated the defendant's trading practices and found that the defendant does impose the mentioned rules upon its consumers.

Legal issue

The court found that restricting the right of withdrawal from off-premises contracts by prescribing contract a rule, which allows the trader to dismiss a request of withdrawal if the returned goods are damaged, or to impose predetermined costs of repairing the goods upon the consumer is prohibited. The court stated that such restriction of the right of withdrawal is not permitted by law and is unfair in relation to the consumer.

Decision

May the trader restrict the right of withdrawal from off-premises contracts by entitling himself to dismiss a request of withdrawal if the returned goods are damaged or to impose upon the consumer the costs of repairing the goods?

URL: http://www.ptac.gov.lv/sites/default/files/20140306_lemums_aa_izraksts.pdf

Full text: [Full text](#)

Related Cases

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Legal Literature

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Result

The defendant was ordered to cease its practice of restricting the right of withdrawal in its off-premises contracts.