

## Teismų praktika

### Bylos aprašymas

Nacionalinis numeris: 3K-3-252/2013

Valstybė narė: Lietuva

Bendrinis pavadinimas: N/A

Sprendimo rūšis: Aukščiausiojo Teismo sprendimas

Sprendimo data: 26/04/2013

Teismas: Lietuvos Aukščiausiasis Teismas

Tema:

Ieškovas: J. P.

Atsakovas: UAB "Skytech.lt"

Raktažodžiai: consumer rights, contract law, guarantee, right of withdrawal, withdrawal period

### Direktyvos straipsniai

Consumer Sales and Guarantees Directive, [Article 3, 3](#). Consumer Sales and Guarantees Directive, [Article 5, 3](#). Consumer Sales and Guarantees Directive, [Article 6, 1](#). Consumer Sales and Guarantees Directive, [Article 6, 2](#). Consumer Sales and Guarantees Directive, [Article 6, 3](#).

### Ižanginė pastaba

The traders cannot eliminate or somehow limit the consumer's statutory right to withdraw from the consumer sale-purchase agreement within 14 days for no reason, by issuing to the consumers the same term contractual guarantee, requiring consumers to prove incompatibility of goods.

### Faktai

The Defendant which sells TVs and other household appliances provided its consumers with a fourteen day quality guarantee in addition to a twenty four month manufacturer's guarantee, under which consumers could have returned the purchased items if they were of a bad quality or otherwise defected.

The Plaintiff who had acquired a TV from the Defendant informed him about a non-functioning TV after four months of the purchase and requested to have the sale-purchase agreement terminated and to compensate the consumer's damages in the amount of the TV price.

The Defendant disagreed with the Plaintiff's request based on the fact that the quality guarantee had expired and that the remedy chosen by the Plaintiff was disproportionate given the factual circumstances. The Defendant offered to repair the TV instead of both, having the sale-purchase agreement terminated and compensating the damages in the amount of the TV price which allegedly inflicted on the Plaintiff.

The Plaintiff applied to the court and requested the court to declare the sale-purchase agreement terminated and adjudicate damages incurred due to the TV inconformity with quality requirements.

### Teisės klausimas

Does a 14 day term contractual guarantee, requiring consumers to prove incompatibility of goods, eliminate or somehow limit the consumer's statutory right to withdraw from the consumer sale-purchase agreement within 14 days for no reason?

### Sprendimas

The court stated that a 14 day quality guarantee issued by the Defendant limited the Plaintiff's statutory right to withdraw from a consumer sale - purchase agreement within 14 days without a cause, and therefore the Defendant always had a duty to accept back purchased goods and compensate the price paid by the Plaintiff within 14 days from the delivery of the goods to the Plaintiff even in cases when no reasons for such a return existed.

The court also stated that under the national law, unless proved otherwise, any lack of conformity which becomes apparent within six months from delivery of the goods was presumed to have existed at the time of delivery. Since the Defendant did not provide the evidence which could deny this presumption, the court concluded that the Consumer had a right to request termination of the consumer sale – purchase agreement and compensation of the price paid for the TV.

URL: <http://eteismai.lt/byla/62781924562505/3K-3-252/2013>

Visas tekstas: [Visas tekstas](#)

### Susijusios bylos

Rezultatų nėra

### Teisinė literatūra

Rezultatų nėra

### Rezultatas

The consumer sale-purchase agreement was terminated.