

Case Details

Case Details

National ID	[2016] IEHC 385
Member State	Ireland
Common Name	link
Decision type	Other
Decision date	06/07/2015
Court	High Court
Subject	
Plaintiff	Stapleford Finance Limited
Defendant	Lavelle
Keywords	consumer, unfair terms

Directive Articles

Unfair Contract Terms Directive, [link](#)

Headnote

There is no requirement that the meaning of a consumer has to be strictly construed in line with national or European law.

Facts

The Plaintiff brought enforcement proceedings against the Defendant in respect of five loan facility arrangements between the Defendant and Anglo Irish Bank in 2007.

The question arose as to whether the Defendant was acting as a consumer in some of the loan facility agreements, in circumstances where the certificates had been signed by the Defendant in the case of some of the arrangements confirming that he was not acting as a consumer.

Legal issue

Is there a requirement that the meaning of consumer must be strictly construed in line with national or European law?

Decision

The Court held that the Defendant had an arguable case that he was acting as a consumer in a summary application.

The Judge concluded that the quantum of the borrowing does not determine if a person is a consumer, but rather that "the purpose of the loan is the defining or identifying characteristic and not the quantum of the loan".

The Court also held that whether or not a person is a consumer is "a matter of law to be determined objectively and irrespective of the characterisation that the parties may have applied to the loan".

The Court was of the opinion that there is nothing in European or Irish consumer legislation that suggested that a strict construction of the concept of "consumer" is warranted.

URL: <http://www.courts.ie/judgments.nsf/6681dee4565ecf2c80256e7e0052005b/1ee96554f0cc074280257fef003c8db8?OpenDocument>

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Result

The Court found held the defendant was permitted to defend the claim, save in regard to the issue of the Statute of Limitations and the matter of the proof of assignment, and the matter was remitted for plenary hearing.