

Case Details

Case Details

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| National ID | 3K-7-149-706/2015 |
| Member State | Lithuania |
| Common Name | link |
| Decision type | Supreme court decision |
| Decision date | 14/04/2015 |
| Court | Supreme Court of Lithuania |
| Subject | |
| Plaintiff | Attorney-at-law A.D. |
| Defendant | B.Š. |
| Keywords | consumer, legal actions, trader, unfair terms |

Directive Articles

Unfair Contract Terms Directive, [Article 2, \(b\)](#) Unfair Contract Terms Directive, [Article 3, 1.](#) Unfair Contract Terms Directive, [Article 5](#)

Headnote

Standard form contracts for legal services, concluded by an attorney-at-law with a natural person acting for purposes which are outside his trade, business or profession must be considered as consumer contracts.

Facts

The defendant intended to start divorce legal proceedings, therefore approached the plaintiff (attorney-at-law) and concluded with him several legal services agreements. The wording of the said legal services agreements did not accurately and clearly establish terms of remuneration for rendered legal services.

The plaintiff duly provided legal services, however the defendant failed to pay to the attorney-at-law under the legal services agreements. The plaintiff applied to a court requesting to award the debt under the legal services agreements.

Legal issue

The court expressed doubts whether such legal services agreements, concluded by an attorney-at-law with a natural person who is acting for purposes outside his trade, business or profession, should be considered as consumer contracts. The court referred to the CJEU for a preliminary ruling, related to interpretation of Directive 93 /13/EEC. Case number C-537/13 was assigned in these proceedings before the CJEU.

After the CJEU adopted its judgement, the national court, based on the guidance of the CJEU, came to a conclusion that standard form contracts for legal services, concluded by an attorney-at-law with a natural person acting for purposes which are outside his trade, business or profession, must be considered as consumer contracts. This means that a national court is under obligation to evaluate ex officio any provisions of such legal services agreements in the light of rules against unfair terms in the consumer contracts.

Decision

Are standard-form contracts for legal services, concluded by an attorney-at-law with a natural person who is acting for purposes outside his trade, business or profession, considered to be consumer contracts?

URL: <http://eteismai.lt/byla/101308133110178/3K-7-149-706/2015>

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Related Cases

No results available

Legal Literature

No results available

Result

The case was referred back to the appellate court in order to analyse and consider fairness of both, the provisions of the legal services agreements and the amount of fees to be paid to the attorney-at-law under the said agreements.