

Rechtspraak**Bijzonderheden van de zaak**

Nationaal ID: S.A. / Immobilière L.A., O.L. and P.D.

Lidstaat: België

Gangbare benaming: N/A

Soort beslissing: Overige

Datum beslissing: 22/01/2016

Gerecht: Cour de cassation

Onderwerp:

Eiser:

Verweerder:

Trefwoorden: contract law, information obligation, right of cancellation, right of withdrawal

Richtlijnartikelen

Distance Selling Directive, [link](#) Doorstep Selling Directive, [link](#)

Koptekst

Where a contract which was entered into outside of the trader's business premises is penalized by a criminal fine if the consumer's right of withdrawal has not been included therein under the legal phrasing, then this does not imply that the contract is absolutely null.

Feiten

The case concerned the interpretation of a contract concluded between a consumer (plaintiff) and a real estate agent (defendant). Plaintiff claimed that the contract concluded with the defendant was absolutely null on account of it not including the necessary information on the right of withdrawal.

Juridische kwestie

Where a contract which was entered into outside of the trader's business premises is penalized by a criminal fine if the consumer's right of withdrawal has not been included therein under the legal phrasing, does this then imply that the contract is absolutely null?

Uitspraak

The court stated that the fact that a specific statutory requirement is penalized by a criminal sanction does not automatically mean that this statutory provision is of public policy (ordre public) and that ex officio nullity may be invoked.

Integrale tekst: [Integrale tekst](#)

Verwante zaken

Geen resultaten

Rechtsleer

Geen resultaten

Resultaat

The court referred the case back to the Court of Appeal of Mons