



C/2024/1233

12.2.2024

**Order of the Court (Ninth Chamber) of 18 December 2023 (request for a preliminary ruling from the Sofiyski rayonen sad — Bulgaria) — ‘Eurobank Bulgaria’ AD**

**(Case C-231/23, <sup>(1)</sup> Eurobank Bulgaria)**

***(Reference for a preliminary ruling — Article 99 of the Rules of Procedure of the Court of Justice — Questions the answer to which may be clearly deduced from the Court’s existing case-law — Consumer protection — Unfair terms — Directive 93/13/EEC — Application by a seller or supplier concerning part of a debt based on a contract concluded with a consumer — Judgment upholding the application and confirming the validity of the contract in its entirety — Subsequent proceedings concerning a different part of that debt — Res judicata)***

(C/2024/1233)

Language of the case: Bulgarian

**Referring court**

Sofiyski rayonen sad

**Parties to the main proceedings**

Applicant: ‘Eurobank Bulgaria’ AD

**Operative part of the order**

1. Article 6(1) and Article 7(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, must be interpreted as not precluding national case-law which prevents a court which is hearing an application brought by a seller or supplier seeking an order requiring a consumer to pay the balance of the debt arising under a contract concluded with the seller or supplier from examining of its own motion whether terms of that contract are unfair, where the validity of those terms in the light of that directive has already been the subject of an earlier decision having the force of res judicata concerning a different part of the same debt. However, those provisions do preclude the situation whereby that court is unable to review of its own motion whether terms or parts of terms of that contract which were not examined in that earlier decision are unfair.
2. Article 6(1) and Article 7(1) of Council Directive 93/13 must be interpreted as not precluding national case-law which prevents a court which is hearing an application brought by a seller or supplier seeking an order requiring a consumer to pay the balance of the debt arising under a contract concluded with the seller or supplier from examining of its own motion whether terms of that contract are unfair, where the validity of those terms in the light of that directive has already been the subject of an earlier decision having the force of res judicata concerning a different part of the same debt, if that earlier decision contains a statement of reasons enabling that court to identify which terms or parts of terms were reviewed in the first set of proceedings and the reasons, even if set out in summary form, for the finding of the court hearing those proceedings that those terms or parts of terms were not unfair.

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<sup>(1)</sup> Date lodged: 12.4.2023.