



C/2024/2592

22.4.2024

**Request for a preliminary ruling from the Fővárosi Törvényszék (Hungary) lodged on 25 January
2024 – CN v Cofidis Magyarország Fióktelepe**

(Case C-47/24, Cofidis Magyarország Fióktelepe)

(C/2024/2592)

Language of the case: Hungarian

Referring court

Fővárosi Törvényszék

Parties to the main proceedings

Applicant: CN

Defendant: Cofidis Magyarország Fióktelepe

Questions referred

1. Is it necessary, to ensure the full achievement of the objectives of Directive 93/13/EC, ⁽¹⁾ for the court or chamber hearing the case, when issuing an order in pending enforcement proceedings and when assessing that order, to find, on the basis of the judgments in Cases C-472/11 ⁽²⁾ and C-397/11, ⁽³⁾ that the terms of the contract on which the order for enforcement is based are manifestly unfair, including in relation to the main subject matter of the contract, where it made that finding of its own motion and the debtor (consumer) has been informed and asked to state whether he or she wishes the legal consequences of the unfairness of the contractual term in question to be established and, if so, to request the party seeking enforcement to reduce his or her claim by the amount resulting from the application of the unfair contractual terms imposed on the consumer and to make a declaration to that effect to the court enforcement officer?
2. If the answer to the first question is in the affirmative, is it also necessary, in order to achieve the objectives of the directive, to clarify whether a distinction can be drawn among enforcement proceedings according to whether enforcement is ordered by means of the issue of a certificate of enforcement, pursuant to Article 15(1) of Law LIII of 1994, or by the affixing of the enforcement clause referred to in Article 23/C?
3. In view of the large number of such enforcement proceedings pending in Hungary, is legislative intervention necessary in order to prevent consumers' interests from being adversely affected and to ensure that they are compensated as quickly as possible for the damage caused by unfair contractual terms, so that consumers, in order to be individually exempted from the consequences of such enforcement proceedings, are not faced with the prospect of judicial review of the act of enforcement and thus of an assessment of whether the contractual term is unfair?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

⁽²⁾ Judgment of 21 February 2013, *Banif Plus Bank* (C-472/11, EU:C:2013:88).

⁽³⁾ Judgment of 30 May 2013, *Jőrös* (C-397/11, EU:C:2013:340).