

**Request for a preliminary ruling from the Krajský sud v Prešove (Slovakia) lodged on 22 May 2018 —
TE v Pohotovost' s.r.o.**

(Case C-331/18)

(2018/C 294/20)

Language of the case: Slovak

Referring court

Krajský sud v Prešove

Parties to the main proceedings

Applicant: TE

Defendant: Pohotovost' s.r.o.

Questions referred

1. A. The Slovak legislature, in response to the judgment in Case C-42/15 ⁽¹⁾ has deleted with effect as of 1 May 2018 the words 'capital, interest and other charges' from Paragraph 9, on credit repayments and contractual terms, of Zákon č. 129/2010 Z.z. o spotrebiteľských úveroch a o iných úveroch a pôžičkách pre spotrebiteľov a o zmene a doplnení niektorých zákonov (Law No 129/2010 on consumer credit and other credits and loans for consumers and amending and supplementing certain laws), thereby ending the legal right of consumers to any explanation in a consumer credit agreement (not just by means of an amortisation table) of the breakdown of payment of the credit in terms of the capital, interest and other charges, as well as the penalties for infringement of that law.
- B. Although, from 1 May 2018, the amendment of the law has enabled a better execution of the judgment of the Court of Justice, the fact remains that in disputes concerning consumer contracts concluded prior to 1 May 2018, the [Slovak] courts have also reacted in practice by, inter alia, seeking, by means of an interpretation 'in conformity with EU law' to achieve in essence the same result as that pursued by the legislature.
- C. In this connection, the question referred to the Court of Justice concerns the interpretation of EU law by application of the doctrine of the indirect effect of directives. Taking into account the huge amount of decisions in which the courts in the past have conceded that consumers were granted, under Law No 129/2010, the right to a breakdown of repayments in terms of the capital, interest and other charges, the following question is referred:

In applying the doctrine of the indirect effect of a directive with regard to horizontal relationships between individuals with the aim of rendering the directive fully effective using all interpretative methods and the national legal order in its entirety, does the principle of legal certainty enable the court to adopt, in a dispute concerning a consumer credit contract concluded prior to 1 May 2018, a decision which is equivalent as to its effects to the amendments, effective as of 1 May 2018, made to the Law by the legislature for the purposes of executing the judgment in Case C-42/15?

The other questions are referred by the national court only if the answer to Question 1 C is that in applying the doctrine of the indirect effect of a directive with regard to horizontal relationships between individuals with the aim of rendering the directive fully effective, the principle of legal certainty enables a court to adopt a decision which is equivalent as to its effects to the amendments, effective as of 1 May 2018, made to the Law by the legislature for the purposes of executing the judgment in Case C-42/15. In such circumstances:

2. Must the judgment of 9 November 2016 delivered by the Court in Case C-42/15 *Home Credit Slovakia*, and Directive 2008/48/EC ⁽²⁾ of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC ⁽³⁾ be interpreted as meaning that the Court of Justice has held that Directive 2008/48 precludes national legislation concerning the breakdown of credit repayments not only in the form of an amortisation table, but also in any other legal expression of the amount, the number and the frequency of the repayments of the capital of consumer credit.

3. Must the abovementioned judgment of the Court be interpreted as meaning that it governs the issue of whether legislation of a Member State under which consumers have a right to terms in a consumer credit contract on the amount, the number and the deadlines for the payment of interest and charges, as opposed the capital, also goes beyond Directive 2008/48? If the judgment also concerns interest and charges, then does a legislative expression of the method of payment of interest and charges in a form other than an amortisation table also exceed Directive 2008/48/EC, in particular Article 10(2)(j) thereof.

⁽¹⁾ Judgment of 9 November 2016, *Home Credit Slovakia* (EU:C:2016:842).

⁽²⁾ OJ 2008 L 133, p. 66.

⁽³⁾ Council Directive 87/102/EEC of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit (OJ 1987 L 42, p. 48).

**Request for a preliminary ruling from the Raad van State (Netherlands) lodged on 24 May 2018 —
Staatssecretaris van Justitie en Veiligheid v J. and Others**

(Case C-341/18)

(2018/C 294/21)

Language of the case: Dutch

Referring court

Raad van State

Parties to the main proceedings

Applicant: Staatssecretaris van Justitie en Veiligheid

Defendant: J. and Others

Other parties: C. and H. and Others

Question referred

Must Article 11(1) of Regulation 2016/399⁽¹⁾ of the European Parliament and of the Council of 15 March 2016 on a Union Code on the rules governing the movement of persons across borders (Schengen Borders Code) be interpreted as meaning that a third-country national who previously entered the Schengen area, for example through an international airport, exits within the meaning of the Schengen Borders Code as soon as he, as a seafarer, signs on with a seagoing vessel that is already berthed in a seaport which is an external border, irrespective of whether, and if so when, he will leave that seaport with that ship? Or, in order for there to be an exit, must it first be established that the seafarer will leave the seaport with the seagoing vessel concerned, and if so, does a deadline apply within which the departure must take place and at what time must the exit stamp then be applied? Or should a different time, whether or not under other conditions, be equated with 'exit'?

⁽¹⁾ Regulation (EU) 2016/399 of the European Parliament and of the Council of 9 March 2016 on a Union Code on the rules governing the movement of persons across borders (Schengen Borders Code) (OJ 2016 L 77, p. 1).

**Request for a preliminary ruling from the Arbeidshof te Gent (Belgium) lodged on 25 May 2018 —
ISS Facility Services NV v Sonia Govaerts, Euroclean NV**

(Case C-344/18)

(2018/C 294/22)

Language of the case: Dutch

Referring court

Arbeidshof te Gent