

**Request for a preliminary ruling from the Cour de cassation (France) lodged on 28 September 2021 — QÉ v Caisse régionale de Crédit mutuel de Loire-Atlantique et du Centre Ouest**

(Case C-600/21)

(2021/C 502/23)

*Language of the case: French*

**Referring court**

Cour de cassation

**Parties to the main proceedings**

*Applicant:* QE

*Respondent:* Caisse régionale de Crédit mutuel de Loire-Atlantique et du Centre Ouest

**Questions referred**

1. Are Article 3(1) and Article 4 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts to be interpreted as meaning that a consumer contract <sup>(1)</sup> may not dispense with the requirement for a formal written demand, even if it is expressly and unequivocally provided for in the contract?
2. Is the judgment of the Court of Justice of the European Union of 26 January 2017, *Banco Primus*, C-421/14, [EU: C:2017:60,] to be interpreted as meaning that a delay of over 30 days in the payment of a single instalment of principal, interest or incidental amounts may constitute sufficiently serious non-compliance in the light of the term and amount of the loan and the overall balance of the contractual relationship?
3. Are Article 3(1) and Article 4 of Council Directive 93/13/EEC of 5 April 1993 to be interpreted as precluding a clause which provides that accelerated repayment of a loan may be triggered in the event of a delay in payment of over 30 days, when national law, which requires a formal written demand to be sent before the accelerated repayment of the loan, permits the parties to dispense with that step, in which case reasonable notice is required?
4. As to the four criteria identified by the Court of Justice of the European Union in its judgment of 26 January 2017, *Banco Primus*, C-421/14, [EU:C:2017:60], for use by the national court in assessing the potential unfairness of the term relating to accelerated repayment resulting from a failure on the part of the debtor to comply with his obligations during a limited specific period, are those criteria cumulative or alternative?
5. If the four criteria referred to above are cumulative, can the clause nevertheless be held not to be unfair in the light of the relative importance of a particular criterion?

<sup>(1)</sup> OJ 1993 L 95, p. 29.

**Request for a preliminary ruling from the Conseil d'État (Belgium) lodged on 30 September 2021 — XXX v État belge**

(Case C-607/21)

(2021/C 502/24)

*Language of the case: French*

**Referring court**

Conseil d'État

**Parties to the main proceedings**

*Appellant:* XXX

*Respondent:* État belge