

Question referred

Should Directive 2005/29/EC⁽¹⁾ of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market be interpreted as precluding a national law which prohibits any natural or legal person from disseminating advertising relating to interventions involving aesthetic surgery or non-surgical aesthetic medicine, as provided by Article 20(1) of the Wet van 23 mei 2013 tot regeling van de vereiste kwalificaties om ingrepen van niet-heelkundige esthetische geneeskunde en esthetische heelkunde uit te voeren en tot regeling van de reclame en informatie betreffende die ingrepen (Law of 23 May 2013 regulating the qualifications required to perform non-surgical aesthetic interventions and aesthetic surgery and regulating the advertising and information relating to such interventions) (B.S., 2 July 2013), inserted by the Wet van 10 [April] 2014 houdende diverse bepalingen inzake gezondheid 2014 (Law of 10 April 2014 containing various provisions relating to health) (B.S., 30 April 2014)?

⁽¹⁾ Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council (OJ 2005 L 149, p. 22).

Request for a preliminary ruling from the Lietuvos vyriausiasis administracinis teismas (Lithuania) lodged on 28 June 2016 — UAB ‘Gelvora’ v Valstybinė vartotojų teisių apsaugos tarnyba

(Case C-357/16)

(2016/C 335/50)

Language of the case: Lithuanian

Referring court

Lietuvos vyriausiasis administracinis teismas

Parties to the main proceedings

Appellant: UAB ‘Gelvora’

Other party: Valstybinė vartotojų teisių apsaugos tarnyba

Questions referred

1. Does the legal relationship between a company that has acquired the right to a debt under an assignment of claim agreement and a natural person whose indebtedness arose under a consumer credit agreement, where the company carries out acts of debt recovery, fall within the scope of Directive 2005/29/EC⁽¹⁾ of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council?
2. If the answer to the first question is in the affirmative, does the term ‘product’ used in Article 2(c) of the Directive cover acts performed in exercising the right to the debt acquired under the assignment of claim agreement in the context of debt recovery from a natural person whose indebtedness arose under a consumer credit agreement entered into with the original creditor?
3. Does the legal relationship between a company that has acquired the right to a debt under an assignment of claim agreement and a natural person whose indebtedness arose under a consumer credit agreement and has already been established by a final judicial decision and passed to the bailiff for enforcement, where the company is carrying out parallel acts of debt recovery, fall within the scope of the Directive?
4. If the answer to the third question is in the affirmative, does the term ‘product’ used in Article 2(c) of the Directive cover acts performed in exercising the right to the debt acquired under the assignment of claim agreement in the context of debt recovery from a natural person whose indebtedness arose under a consumer credit agreement entered into with the original creditor and has been established by a final judicial decision and passed to the bailiff for enforcement?

⁽¹⁾ OJ 2005 L 149, p. 22.