

**Question for written answer E-000315/2022
to the Commission**

Rule 138

Miroslav Radačovský (NI)

Subject: Ruling of the Constitutional Court of the Slovak Republic

The Constitutional Court of the Slovak Republic, in proceedings under case no. II ÚS 141/2021-13 of 18 March 2021, stated that bank loan agreements constitute an 'absolute transaction'. This means that, regardless of whether the parties to such an agreement are consumers, it is governed by the Commercial Code. However, the Commercial Code governs relations between businesses, not between suppliers and consumers.

The application of the Commercial Code is less favourable to the consumer, since the consumer has no power to influence the contract or to negotiate anything individually, the limitation period is longer, and the consumer is unable to withdraw from the contract on grounds of invalidity.

In accordance with the principles of consumer protection, in the case of duplication of legal regulation of the same private law concepts, the rules set out in the Civil Code must be applied rather than those set out in the Commercial Code.

The Constitutional Court has thus deprived consumers of the protection afforded to them by Slovak legislation and by Directives 93/13 EEC and 2008/48/EC.

1. In the event that a breach of consumer rights is found to exist, does the Commission intend to address a formal request for further information to Slovakia?
2. If the Commission concludes that Slovakia is not complying with its obligations under EU law, does the Commission intend to address a formal request for Slovakia to comply with EU law?