

Case Brief

Consumer law

I would like to present one of the typical case of consumer law in Czech republic. It's brief of the case CC Invest Ltd. as a legal person as a plaintiff vs Alena Snášelová as a defendant of payment 36.318, 32 Kč with accessories.

Defendant took a loan or credit from the plaintiff, but the payments was too high to cover. The terms and condition implied in contract was as usually typed in the end of a contract in little almost unreadable font. On the other hand, plaintiff had the right, legal title and the claim.

Based on the breach of a contract the plaintiff brought an action and he required a whole uncovered payments 36.318,32 Kč with interest rate as high as it was close to usury, also required expenditures of proceeding. However, defendant has no reasonable excuse and she counted on strong standing of consumer in our legal system, what is about protection of consumers in our civil code, otherwise it is absolutely up to court how to judge.

The procedural history of this case contains district court which tried a case as a court of the first instance, which decided in favour of the defendant and a Court of appeal. Court of appeal made a decision in a favour of the plaintiff, because of the reason that the defendant didn't come to proceeding without reasonable excuse. Moreover the evidence of plaintiff seemed too convincig to decide in other way, what was the part of the reasoning of the court. Especially the contract is absolutely valid and therewithal Court of appeal found it in harmony with good manners.

In the end the defendant is bound with the terms and conditions and it is her obligation to read the contract altogether, which means that she is bound to perform her obligations caused by the contract.

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