

## Case law

### Case Details

**National ID:** A-556-1334/2013

**Member State:** Lithuania

**Common Name:** link

**Decision type:** Administrative decision in appeal

**Decision date:** 09/07/2013

**Court:** Supreme Administrative Court of Lithuania

**Subject:**

**Plaintiff:** VšĮ „Teleradijo kompanija Hansa“

**Defendant:** State Consumer Rights Protection Authority

**Keywords:** aggressive commercial practices, payment, service contract

### Directive Articles

Unfair Commercial Practices Directive, [Chapter 2, Article 5, 4](#). Unfair Commercial Practices Directive, [Chapter 2, Article 5, 4., \(a\)](#) Unfair Commercial Practices Directive, [Chapter 2, Article 5, 4., \(b\)](#) Unfair Commercial Practices Directive, [Annex I, 29](#).

### Headnote

The continuation to provide services and send invoices to the consumer after termination of the services agreement can be considered as an aggressive commercial practice.

### Facts

The plaintiff, a provider of wired radio services, concluded with consumers agreements on the provision of wired radio services. After some time, the consumers submitted to the plaintiff requests to terminate the services agreements and duly paid all the applicable termination fees. However, despite terminations of the agreements, the plaintiff continued the radio retransmissions in the consumers' apartments and continued sending invoices to the consumers.

The defendant adopted a decision, in which it found that the plaintiff's actions are considered to be aggressive commercial practices and imposed a fine on the plaintiff. The plaintiff applied to the court and request annulment of the defendant's decision.

### Legal issue

The court explained that an unfair commercial practice usually is either misleading or aggressive. In relation aggressive practices, the Law on Prohibition of Unfair Business-to-Consumer Commercial Practices transposed from the Directive 2005/29/EC a list of practices, which are presumed to be aggressive.

Under Article 29 of Annex I of the Directive 2005/29/EC (implemented into Lithuanian law by Article 8(3)(6) of the Law on Prohibition of Unfair Business-to-Consumer Commercial Practices), the actions of the trader are presumed to be aggressive, if they manifest as demanding immediate payment for the products, supplied by the trader, but not solicited by the consumer.

In this case, despite the termination of the wired radio services agreements, the plaintiff continued to provide wired radio services and issued numerous invoices demanding immediate payment. This means that the actions of the plaintiff correspond to one of the practices, which are presumed to be aggressive. The plaintiff did not provide any evidence rebutting such a presumption, thus the court confirmed that the plaintiff was engaged in aggressive commercial practices.

### Decision

Can the continuation to provide services and send invoices to the consumer after termination of the services agreement be considered as an aggressive commercial practice?

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### Related Cases

No results available

### Legal Literature

No results available

### Result

The court rejected the plaintiff's claim.