

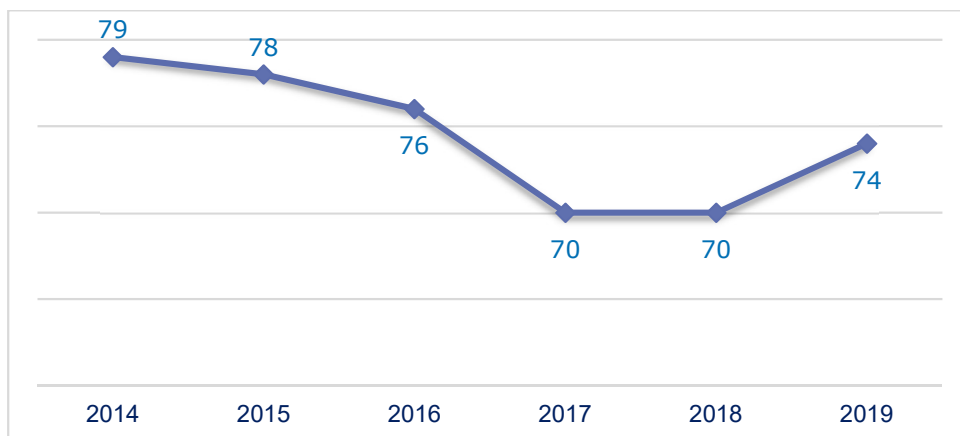
POLAND

Monitoring the Application of EUROPEAN UNION LAW

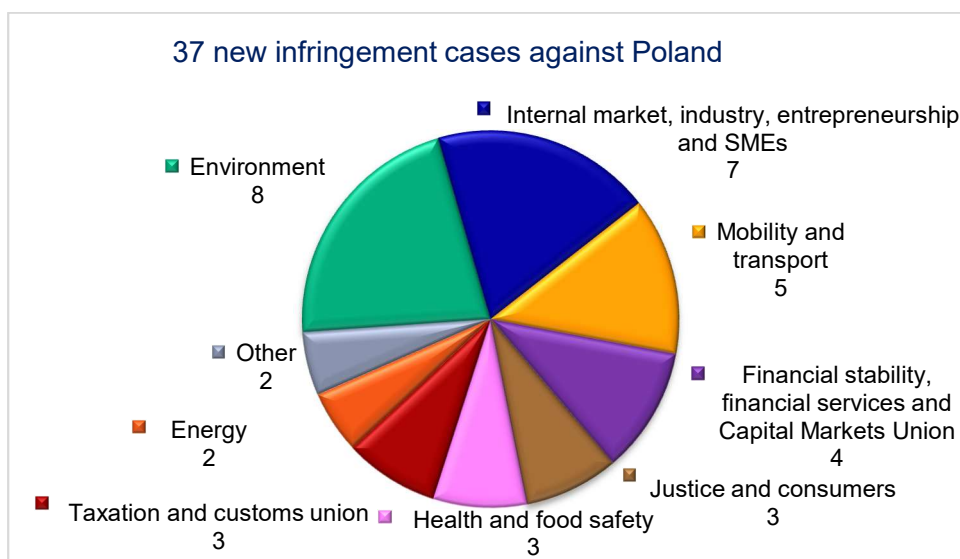
2019 Annual Report

EN

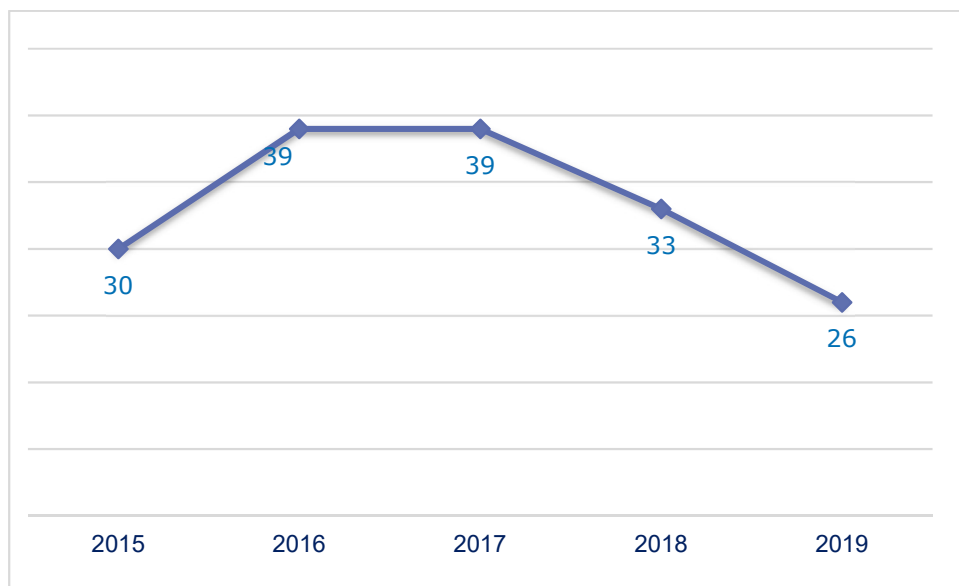
Infringement cases against Poland open on 31 December (2015-2019)



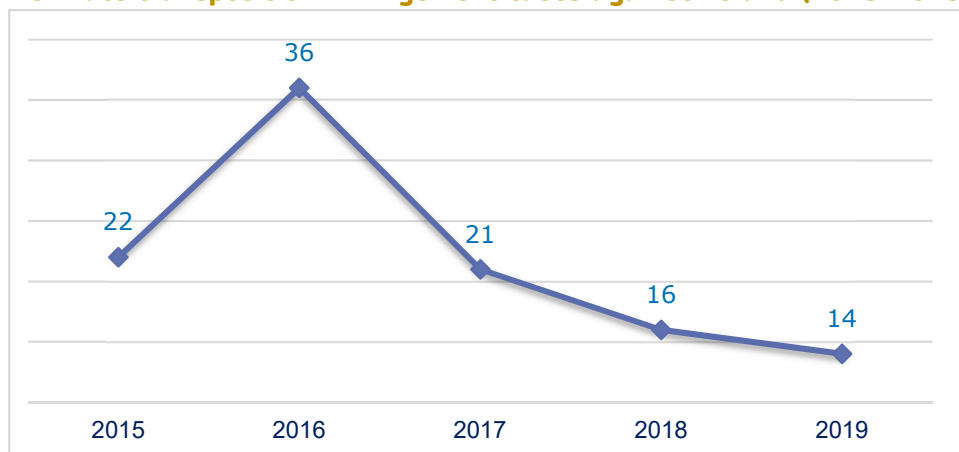
New infringement cases opened in 2019: main policy areas



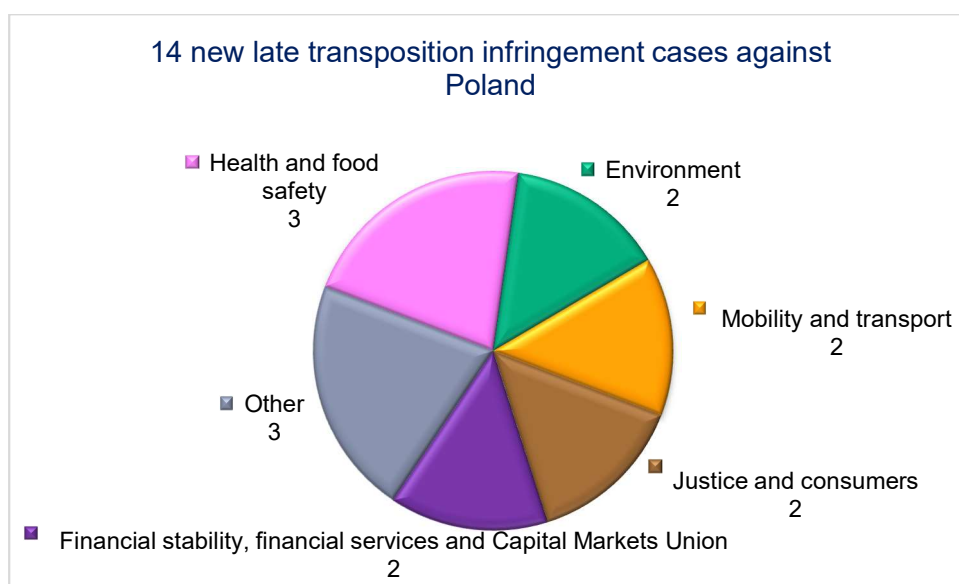
Late transposition infringement cases against Poland open on 31 December (2015-2019)



New late transposition infringement cases against Poland (2015-2019)



New late transposition infringement cases opened in 2019: main policy areas



IMPORTANT JUDGMENTS

Court rulings¹

The Court ruled that/gave the following rulings:

- *Poland* failed to fulfil its obligations under EU law, first, by establishing a different retirement age for men and women who were judges or public prosecutors in Poland and, second, by lowering the retirement age of judges of the ordinary courts while conferring on the Minister for Justice the power to extend the period of active service of those judges².
- *Poland* failed to fulfil its obligations under EU law by lowering the retirement age of judges of the Supreme Court³.
- *Poland* failed to fulfil its obligations under the Directive on weights and dimensions in national and international traffic. The restrictions set on access to the Polish road network for vehicles complying with the maximum axle weights laid down in the Directive are not justified⁴.

Preliminary rulings

[The Court addressed the following preliminary rulings to the Polish judiciary:

- National legislation cannot exempt commercial transactions financed with EU funds from the scope of the Late Payments Directive⁵.
- The issuance of a parallel import license cannot be conditional upon the imported medicine and domestic reference products sharing the same 'registration status'. If the Member State of import can establish that the imported medicine and domestic reference product, 'without being totally identical', are manufactured with the same formulation, then the imported product may be granted a parallel import license⁶.
- In a case concerning loan contracts concluded in Poland and indexed to a foreign currency, the unfair contract terms relating to the difference in exchange rates cannot be replaced by general provisions of Polish civil law in order to preserve the validity of the contract⁷.
- The lack of transparency of a contract term is an important element in assessing its unfairness. The national courts must examine the unfairness of contract terms. Thus, in payment order proceedings based on a promissory note, national courts need to assess the promissory note agreement, even where national law or case law does not permit this⁸.
- A notary who draws up a certificate of succession at the unanimous request of all the parties to the procedure conducted by the notary does not constitute a 'court' and, consequently, such a

deed does not constitute a 'decision' but an 'authentic instrument'⁹.

¹ These rulings are almost exclusively handed down in infringement procedures.

² *Commission v Poland*, [C-192/18](#), Court press release [No 134/19](#).

³ *Commission v Poland*, [C-619/18](#); Court press release [No 81/19](#).

⁴ Directive [96/53/EC](#), *Commission v Poland*, [C-127/17](#).

⁵ *KROL*, Case [C-722/18](#).

⁶ *Delfarma*, Case [C-387/18](#).

⁷ *Dziubak*, [C-260/18](#).

⁸ *Profi Credit Polska*, [C-419/18](#) and [C-483/18](#).

⁹ *WB*, [C-658/17](#).