

# NOVA CONSUMER LAB NEWSLETTER

Welcome to the NOVA Consumer Lab newsletter. The newsletter includes all the latest news from our centre and relevant information on consumption and consumer law in Portugal, Europe and the world.

## HIGHLIGHTS

In early July, Almedina will publish Jorge Morais Carvalho's book, "Direito de Rejeição - Um Novo Direito do Consumidor" ("Right to Reject - A New Consumer Right"). The concept was recently introduced into Portuguese law and originates from the English right to reject. It represents a significant structural transformation in consumer contract law. The book can be ordered [here](#).



Our researcher Jorge Morais Carvalho has published an article in the [latest issue](#) of EuCML - Journal of European Consumer and Market Law. The publication deals with "The right to reject in Cyprus, Greece, Ireland, Portugal, Romania, and Slovenia".



Early bird registration for the second edition of the Postgraduate Course in Consumer Law (in Portuguese) ends on 31 July. The course begins in September 2025. You can find all the information [here](#).

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## ARTICLE PUBLICATION ALERT

At the beginning of the month, H.-W. Micklitz sent us the article he recently published in the Journal of Consumer Policy, entitled "The Price to Pay for Pick-a-Pack Dependency: Consumer Policy and Law Between Internal Market and Digital-Green Economy". This is an essential read for anyone researching or working in the field of consumer law.

H.-W. Micklitz provides a critical analysis of the evolution of consumer law in the European Union, exploring its origins, transformations, and the challenges it currently faces in the context of the digital and ecological transitions. He traces its origins back to the 1960s and 1970s, when it was developed as a means of protecting the most vulnerable members of society. From the 1980s onwards, the European Union began to use it as a tool to legitimise the construction of the Internal Market. I wonder whether the development of the market has not, in fact, always been the objective of consumer law.

The author highlights how the concept of the consumer has moved away from a protective function, focusing instead on the informed 'average consumer', to the detriment of the most vulnerable. The strategy of minimum harmonisation has been replaced by maximum harmonisation over the years, with the aim of creating uniform rules. This has led to tensions between EU law and national legal systems. However, this approach has revealed practical and legal limitations, resulting in a system that is both dysfunctional and disconnected from the reality of Member States.

According to the author, the 'dark side' of consumer law is evident in its failure to adequately address the climate crisis and unsustainable consumption. The author criticises the lack of integration between environmental and consumer policies, emphasising that, although consumers value sustainability, they often lack the means to practise it. Responsibility becomes diluted, raising the question of the need for a balance between consumer rights and duties.

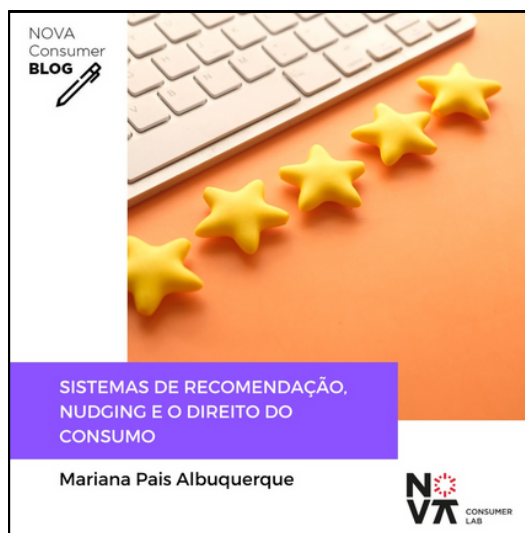
The article also discusses the transformation of the economy from goods to services (servitisation) and the impact of digital technologies, which are challenging the boundaries of traditional consumer law. New EU digital legislation (e.g. the Digital Markets Act, the Digital Services Act and the AI Act) replaces the traditional concept of the consumer with a broader one: affected persons (including vulnerable companies and social groups).

H.-W. Micklitz concludes that, although consumer law has been a driving force for innovation, it now risks becoming obsolete unless it adapts to the new digital and ecological reality. The author proposes a fundamental rethink of consumer law's foundations, integrating procedural, institutional, and collective responsibility between consumers, businesses, and the state.

Jorge Morais Carvalho

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## BLOG POSTS



## CONSUMER LAW NEWS

### CJEU in innogy Energie (C-749/23) – 5 June



Directive 93/13/EEC – Unfair terms in consumer contracts – Articles 3, 5, 7 and the Annex, point 1(e) – Fixed-term electricity supply contracts – Term imposing a contractual penalty where payment is not made – Whether the amount of the penalty is proportionate – Whether the terms are in plain, intelligible language – Directive (EU) 2019/944 – Inapplicability

### CJEU in Malicník (C-280/24) – 5 June



Clauses abusives dans les contrats conclus avec les consommateurs – Directive 93/13/CEE – Appréciation du caractère abusif d'une clause n'ayant pas fait l'objet d'une négociation individuelle – Article 3, paragraphe 1, et article 4, paragraphe 1 – Contrat de crédit à la consommation – Clause dénommée "frais de dossier" – Exigence de transparence – Article 4, paragraphe 2, et article 5 – Clause ne précisant pas le contenu des services fournis en contrepartie de ces frais – Caractère suffisant de la dénomination des frais supportés par le consommateur et de l'indication de leur montant précis – Répercussion sur le consommateur de l'ensemble des coûts des prestations liées aux frais de dossier

### CJEU in Lubreczlik (C-396/24) – 5 June



Internal market for electricity – Regulation (EU) 2019/943 – Directive (EU) 2019/944 – Scope – Electricity consumption inaccurately measured owing to meter malfunction – Billing on the basis of estimated electricity consumption – Consumer rights – Directive 2011/83/EU – Scope – Unsolicited supply

### CJEU in Elektrorazpredelitelni mreži ZapadLubreczlik (C-310/24) – 19 June



Directive 93/13/EEC – Unfair terms in consumer contracts – Article 7(1) – Mortgage loan agreement indexed to a foreign currency, containing unfair terms – Effects of a finding that a term is unfair – Nullity of that agreement – Repayment by the consumer of the amount of the loan obtained under a void agreement irrespective of repayments made – Deterrent effect of the prohibition on unfair terms – Acceptance by the consumer of the claim for repayment – Obligation on the national court to make the judgment against the defendant immediately enforceable

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### CJEU in GR REAL (C-351/23) – 24 June

Unfair terms in consumer contracts – Directive 93/13/EEC – Article 6(1) – Article 7(1) – Consumer credit contract – Contract secured by a charge over immovable property constituting the consumer's family home – Early recovery of the loan – Extrajudicial sale by auction of that immovable property – National legislation allowing that sale to be made without prior verification, by a court, of the debt concerned – Grounds for the annulment of that sale excluding the existence of unfair terms – Effectiveness of the protection afforded to consumers – Articles 7 and 47 of the Charter of Fundamental Rights of the European Union



Council and Parliament reach a deal to modernise alternative dispute resolution rules

## STARTING SOON



19th Global Conference of the International Consumer Law Association (23 to 25 July 2025) – University of Buenos Aires (Argentina)



The New Shapes of Consumer and Market Law – EuCML Annual Conference and Best Paper Award (18 and 19 September 2025) – Villa Braida (Mogliano Veneto, Italy)



Annual Conference on European Consumer Law (9 and 10 October 2025) – Academy of European Law (Trier, Germany)



The Unfair Commercial Practices Directive at 20: Adapting to Digitalisation, Sustainability and Regulatory Fragmentation (23 and 24 October 2025) – UC Louvain Saint-Louis-Brussels (Belgium)



Collective Redress and Digital Fairness (10 and 11 December 2025) – University of Amsterdam