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DEVELOPMENT OF CONSUMER PROTECTION UNDER PROCEDURAL LAW IN POLAND, AND ITS POTENTIAL SOCIAL IMPACT

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Abstract

The article presents the development of consumer protection under procedural law in Poland, and in Court of Justice of the European Union case law. Studies pointing to relaxed *"payment morality"* in Poland and worldwide have been presented as well. The author suggests that factors contributing to the phenomenon may have included superfluous and over-protectionist legal protection extended to consumers and debtors. She believes expanding the Polish judicial proceedings to include special-purpose provisions in cases involving consumers is unnecessary.

Keywords: Consumer, consumer protection, business entity, separate proceedings, civil proceedings.

Consumer protection development is a trend currently found across all evolved economies. A number of regulations having been added to domestic substantive law (and in community law for European Union member states) was the first stage therein. Most recently, major changes have also been instituted in the procedure itself, under the influence of Court of Justice of the European Union case law. Does that, however, not cause major distortion to due contractual balance and/or the principle of equality of arms?

Notably, I do not oppose supplementary protection afforded to consumers or other individuals requiring a modicum of state protectionism – such as vulnerable persons, employees, and suchlike. Yet I stand in opposition to paternalism that teaches people to give up due diligence in managing their own cases, or – in extreme cases – rewards unreliable attitudes.

Consumers are extensively protected under substantive law. Poland has dozens of legal regulations on a variety of levels, including consumer-supporting provisions concerning assorted legal contracts and activities – sales, virtual selling (involving diverse ICT solutions) included; financial and so-called anti-usury laws; medical, tourist and telecommunication service regulations; as well as detailed commodity safety standards.

On a side note, some of aforesaid regulations have proven counterproductive. As pointed out in economic publications, statutory restrictions to credit- and loan-related costs have proven non-airtight, ultimately leading to a phenomenon of a major share of potential customers being excluded, specifically with regard to the short-term and/or low-value transaction segment (Nowak, 2019, p. 237). The low-value short-term loan market has practically come to a standstill, since related agreements carry the highest risk while involving small amounts. In consequence, curbing the cost for such transactions by law has resulted in their unprofitability for lending businesses, especially on the non-banking market. As a result, some consumers have been relegated to the financial market grey area, such as pawnshops or private loans, where consumer laws are not observed (Nowak, 2019, p. 230, and literature quoted therein).

The axiologically astonishing direction taken by the Polish legislator is worth mentioning as well. Continental civil law is based on a fundamental rule dating back to Roman times, pursuant to which

agreements must be kept[781], and thus – debts must be repaid[782]. Over the past few years, however, Polish substantive and procedural law has been undergoing major debtor-favouring changes, debtors extended ever-greater protection at the expense of the creditor. In court and collection proceedings, debtors are relieved of the obligation to engage in active self-defence, with regard to the plea of the statute of limitations in particular. Today, the court and court enforcement officer are compelled to establish *ex officio* if the given claim is time-barred, at every stage of proceedings. In case of doubt, the creditor is the party required to submit documentary proof of the absence of the statute of limitations. The aforementioned contradicts the principle *ius civile vigilantibus scriptum est* (D. 42.8.24)[783]. Extending beyond reasonable boundaries of desirable protection of the vulnerable party to a contract, such regulations are ever-more frequently over-protectionist. Authors of the majority of legal amendments in the field, the Ministry of Justice have been assuming *a priori* and without any empirical studies to back the thesis, that the sheer fact of an individual finding him- or herself in debt is sufficient reason for eligibility for assistance, regardless of whether the reasons for indebtedness are attributable to said debtor. When presenting draft legal amendments, the minister resorted to populist arguments, such as *"the debtor has already been deprived of the proverbial last shirt off his back"* (*Skuteczna Pomoc Dla Zadłużonych…,* 2019). In the legal system, the creditor thus becomes the party whose legitimate interest is pushed to the back burner, making him the *"bad guy"* in the public eye, an evil entity oppressing and taking advantage of the debtor. The aforesaid obviously has negative impact on how the society, consumers included, perceive the debtors' legal obligations, discussed further herein.

Procedural consumer protection worldwide began with amendments to bankruptcy proceedings at the turn of the 20th and 21st century. The universality of consumer bankruptcies in states who had purposely introduced remarkably liberal debtor-favouring legislation to afford insolvent consumers a possibly swift return to the market (and thus drive market prosperity) had de-stigmatised the bankrupt. Regrettably, it was quickly proven that while such a model should have boosted the market, it might actually bring adverse economic and social outcomes long-term. The research community, Polish scientists included, have noted a blatantly higher volume of consumer insolvencies in countries of the Anglo-Saxon law system, the phenomenon non-connectible to macro- or microeconomic indicators. Scholars have demonstrated that sources of the financial crisis in the US – which had ultimately affected the rest of the world – in the first decade of the 21st century included excessively liberal bankruptcy legislation in the States, which in turn gave rise to relaxed moral standards, especially with regard to debt repayment obligations. As a result, the overall ethic of insolvency perception was upended, morphing into a *"technique of managing financial problems"* (Gasparski, Lewicka-Strzałecka, Bąk, Rok, 2009). Ironically, former Chairman of the United States Federal Reserve criticised the change as well: *"Personal bankruptcies are soaring because Americans have lost their sense of shame (in filing for bankruptcy court protection)"* (Gasparski *et al.*, 2009).

Yet the Americans have ostensibly not learned enough from the credit crunch experience, since regulators responsible for market monitoring have a priori concluded that "*consumers are OK*" in the annual 2011 report submitted by the United States Congress-appointed Consumer Financial Protection Bureau (Gębski, 2013, p. 94).

The tendency to *"de-stigmatise"* bankrupt consumers has also reached Europe, Poland included (Pilitowski, 2017). Nearly all European states have introduced a debtor-favouring bankruptcy concept by now, in line with the *"new beginning"* concept.

Interpretation leading to more inquisitorial proceedings is gradually taking over in procedural law of European Union member states, requiring courts to examine consumer contracts for abusiveness and take

781 *Pacta sunt servanda.*
782 *Obligatio est iuris vinculum quo necessitate adstringimur alicuius solvendae rei secundum nostrae civitatis iura* (I. 3.13) – an obligation is a legal tie, binding us to render performance according to laws of our country.
783 Civil law has been created for the diligent.

initiative of proof *ex officio*. Court of Justice of the European Union case law arising from the Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (including Swiss franc-indexed loans) has been significant to introducing said changes. Such loans had been popular in Poland, Hungary and Spain, loan agreements containing abusive clauses *en masse*.

Recent times have seen a true revolution in procedural law. On 17 May 2022, the Court of Justice of the European Union issued several judgments wherein it determined that in applying Articles 6(1) and 7(1) of Directive 93/13/EEC, domestic courts should *ex officio* re-examine the existence of abusive clauses in consumer contracts, even at the collection stage, despite the existence of *res judicata*, preclusion, and *reformatio in peius* prohibition in appeal proceedings. Joined cases of SPV Project 1503 Srl, Dobank SpA v YB and Banco di Desio e della Brianza SpA, Banca di Credito Cooperativo di Carugate e Inzago Sc, Intesa Sanpaolo SpA, Banca Popolare di Sondrio ScpA, Cerved Credit Management SpA v YX, ZW (Case C-693/19, Case C-831/19) involved the right of the court hearing enforcement proceedings to scrutinise unfair terms in consumer contracts, pursuant to which final payment orders were issued against debtors and a guarantor with consumer status. In responding to the preliminary ruling, the court hearing enforcement proceedings elucidated that Italian Court of Cassation case law provides for *"inferred res judicata"* which implies that the court of merit shall examine all circumstances of the case, whereby the court hearing enforcement proceedings should not be obliged to re-examine them. As it were, the contract had not been examined for abusive clauses, the consumer invoking said circumstances at the enforcement proceedings stage only. The Court of Justice of the European Union found for the consumer. Another case law instance in point involves the judgment in the case of MA v. Ibercaja Banco SA. (Case C-600/19), wherein the Court allowed a derogation from preclusion in enforcement proceedings with regard to examination of unfair terms in consumer contracts, going as far as to allow the option of examining the same in a subsequent action to determine. In the case of IO v Impuls Leasing România IFN SA. (Case C-725/19), the Court found that excessive (i.e. consumer-discouraging) security deposit amounts as a condition for enforcement suspension with intent to examine evidence for abusiveness in anti-enforcement proceedings may also be considered as infringement of Directive 93/13/EEC. The judgment in the case of L. v. Unicaja Banco SA. (Case C-869/19) allowed a consumer-favouring exception to the *reformatio in peius* prohibition in appeal proceedings, affording courts of appeal the capacity to examine *ex officio* matters not raised by the consumer in the complaint.

Interestingly, the Polish Supreme Court had previously heard an extraordinary complaint regarding a payment order issued on basis of a blank promissory note securing a consumer contract (Case I NSNc 144/21). Despite a breach of constitutional consumer protection (Article 76 of the Constitution of the Republic of Poland and Directive 93/13/EEC) having been found in the payment order, the Supreme Court ruled that the principle of *res judicata* shall take precedence in extraordinary proceedings, given that 5 years had passed since the date of the payment order becoming final, and the occurrence of irreversible legal effects. Yet said ruling precedes aforementioned CJEU judgments of 17 May 2022. It thus remains to be seen how the Polish practice concerning extraordinary complaints with regard to directives arising from aforementioned CJEU judgments will ultimately evolve, since the said complaint is an extraordinary measure of appeal – and a *"second-tier"* one at that – against cassation complaints. The Supreme Court judgment is ostensibly correct in preventing double jeopardy to legal certainty in a single specific case: the capacity for filing a complaint as such – and a concurrent break from the *res judicata* principle.

As of 1 July 2023, the Polish Code of Civil Procedure[784] has been expanded to include new separate proceedings (i.e. special-purpose procedural provisions) in cases involving consumers and business entities, in actions for consumer claims against the business entity, and in actions for business claims against the consumer where the consumer is party to the proceedings.

[784] Amendment introduced pursuant to the Law of 9 March 2023 to amend the Code of Civil Procedure Law and selected other laws, *Journal of Laws* 2023, item 614.

A unilateral (applicable to business entities only) evidence preclusion has been introduced for purposes of aforesaid proceedings. Businesses will be obliged to submit the entire body of claims and evidence within a term defined by the court, said term no shorter than one week, on pain of disregard for any claims and/or evidence submitted at a later date. While an apparent attempt to speed up the proceedings, it will, however, bear no real impact on the duration of the case, since the waiting time for the first case hearing to be set exceeds one year at the majority of Polish courts today. The short amount of time afforded for the preparation of a suit or another document, the entire body of available claims and/or evidence included, is insufficient if the file is to be of reliable quality.

Pursuant to new legal provisions, should a business entity fail to attempt to settle a dispute amiably, avoid participation in such amiable settlement, and/or participate therein in bad faith prior to filing action – thus contributing to unnecessary action or faulty determination of the subject matter of the case, regardless of its ultimate outcome – the court may order the business to cover the costs of proceedings in whole or in part, doubling the remittance in some cases. The justification of the draft Law introducing new separate proceedings reads that *"while seemingly restrictive at first glance, the regulation has been designed to promote good practices in business-consumer relations, and eliminate any circumstances of unreliable businesses forcing consumers to resort to legal action to seek their rights"* (*Uzasadnienie rządowego projektu...*, 2022). In all actuality, new separate proceedings regulations shall not be limited to circumstances of the consumer acting as the plaintiff. Therefore, even under circumstances of the business seeking claims from the consumer – payment for goods delivered, for example – failing to attempt to settle the dispute amiably may give rise to financial sanctions, applicable to the business only by will of the legislator. Sanctions for the customer having erroneously determined the subject matter of the case are difficult to accept as well. Legal errors attributable to consumers should not encumber opponents in litigation.

While axiological assumptions could bear comprehension should separate proceedings imposing obligations and sanctions on business entities only apply to consumers taking action against businesses, their applicability under reverse circumstances (a business taking action against a consumer) are difficult to accept. Extending additional procedural protection to consumers – or rather making it more difficult for businesses to pursue their claims by imposing the obligation to meet statutory evidentiary preclusion short-term upon them only, on pain of covering costs of proceedings in case of failing to attempt pre-litigation settlement – is an incomprehensible and oppressive measure outside any real need to support consumers. Such far-reaching procedural favouritism of one of the parties, regardless of whether the plaintiff or defendant, may be a breach of the principle of equality in terms of the right to due process.

New separate proceedings will be painful to micro-enterprises, sole proprietors in particular – private small service providers or low-volume sellers, operating in so-called self-employment regime. Central Statistics Office data shows that micro-enterprises (i.e. entities employing no more than 9 individuals) account for 96% of all enterprises in Poland (Statistics Poland, 2021), totalling 2.26 million in number, over two-thirds of which sole (self-employed) proprietors.

Concurrently, the justification of the draft Law suggests that legislator's intent was to fortify the consumer's position in dealing with the business, whereas *"the proposed model of separate proceedings in cases involving consumers purposely introduces disproportions between parties to proceedings, in exercising the principle of balancing justice, as an actual economic disproportion principally exists between the business and the consumer, favouring the former"* (*Uzasadnienie rządowego projektu…*, 2022). In view of the fact that nearly two-thirds of Polish businesses are sole proprietors, the legislator assuming economic disproportions between the business and the consumer – not backed up by any studies – is an blatant act of randomness. Furthermore, established case law of the Court of Justice of the European Union proves that the consumer protection system set out in Directive 93/13/EEC has been based on the assumption that the consumer is the more vulnerable of the two parties, both in terms of negotiating power and the extent of information to him or her – hence the emphasis on examining abusive clauses; nonetheless, the aforementioned has nothing to do with economic status (Case C-693/19, Case C-831/19 paragraph 63, Case

C-508/12 paragraphs 26 and 31), which should not be the foundation for procedural facilities other than exemption from judicial costs, the option of having an attorney *ex officio* appointed, or freedom to choose a court of law favourable to such party (alternate jurisdiction).

Scholars have been pointing out that regulations favouring consumers to an ever-greater extent have occasionally given rise to circumstances of business entity becoming the more vulnerable market actors. Such asymmetries in turn allow consumers to *"consider themselves absolved of the duty to think in their unquestioned faith in the power of state protectionism, and thus increasingly often inclined to abuse their position"* (Gębski, 2013, p. 106). This gives rise to the risk of market imbalance, a phenomenon ultimately demoralising to consumers.

Pre-pandemic data shows that private liabilities of Poles had been growing exponentially month to month. At year-end 2021, the value of overdue non-loan and loan-related liabilities totalled PLN 72.5 billion, the number of bad debtors reaching 2.66 million (*InfoDług*, 2022).

Another 2018 study showed that three-quarters of Poles aged 18-64 took out loans or credits (National Debt Register, *Biuro Informacji Gospodarczej S.A.*, 2018). Over one-third (35%) declared frequent use of such services. As many as one in every four respondents declared that when taking out a loan, they do not analyse their personal repayment capacity. Thirty percent of all Poles of working age have experienced troubles with debt repayment at least once in their lives. Interestingly enough, the phenomenon is less frequent in the older people's age group – only 17% have found themselves in such a situation. This is due to the fact that persons of retirement age tend to make more conscious loan decisions: 93% have declared that a diligent repayment analysis is the first stage of their decision-making, a fact in all likelihood arising from their grounded approach to taking out loans: 45% of senior citizens avoid debt, and even if indebted, they try to repay their dues as soon as possible. The youngest generation of adult Poles, on the other hand, is the most heavily-indebted group.

The National Debt Register organised a questionnaire-based survey of debtor attitudes. Experts then used study outcomes to identify debtor types (Wejer-Kudełko, 2017), with the following structure results by category: 1. Responsible debtors (29%), 2. Persons with a propensity for indebtedness (21%), 3. Happy-go-lucky debtors (20%), 4. Wealthy debtors (18%), 5. *"Free bird"* debtors (12%). This allows a conclusion that many people take out loans carelessly (categories 3 and 5, sum: 32%), or in full awareness of falling behind with payments (category 2: 21%), totalling a staggering 53%.

In a communication published in February 2021, the Ministry of Justice declared that the effectiveness rate for alimony (child support) collection reaches just over 20%, around 90,000 individuals obliged to pay alimony having no sense of accountability in terms of covering even such sensitive liabilities (*Sukces reformy komorniczej…,* 2021).

That self-same communication stipulates the overall value of debts collected in 2020. The statistics are shocking: liabilities collected per statistical Pole, toddler to old age, totalled nearly PLN 1,000.00 (ca. EUR 220.00) per annum.

Will the outcomes of extensive debtor- and consumer-favouring changes merely involve changes to established traditions of law, its function and purpose – or could consequences be much more far-reaching, ranging from erosion of trust in the law to the shaping of ethical attitudes in the society? Even economists viewing consumer protection provisions as an opportunity to counter financial exclusion have noted the concomitant danger of promoting inappropriate economic attitudes, and stunting financial decision accountability (Solarz, 2014).

Chairman of the Polish Financial Supervision Authority Jacek Jastrzębski argues that excessive consumer protection does more harm than good, *"depriving consumers of self-preservation instincts"*, and affecting their ability to discern, or even their sense of duty to read risk-related information or contracts before signing – since the law tends to relieve consumers of responsibility for their own decisions to an ever-greater extent. Responses to a major share of consumer market issues ought to involve educating the society, including on

personal accountability matters (Twaróg E., 2021). Ł. Gębski offers similar conclusions (2013, pp. 105-106 and 88), referencing American studies which have proven that while educating the society is of paramount importance, consumers have to be taught personal accountability on a behavioural level, i.e. by trial and error, as a fundamental assumption to market regulation. The need to educate consumers has also been showcased by the Council of the European Union in their position of 9 June 2022 concerning amendments to the Consumer Credit Directive (Council of the EU press release, 2022).

All observations tie in with aforementioned studies of debtor attitudes, including excess consumerism and exceeding reasonable financial risk boundaries, a phenomenon particularly striking in the youngest generation of Poles (Strus-Wołos, 2022).

Multiple cases of consumers abusing the law can be quoted as well. In terms of substantive legal rights, respective behaviours primarily involve abuse of the right to return goods purchased online and of warranty rights, fraudulent behaviours included[785]. Consumers have been ordering goods ever-more frequently with sole intent to try out rather than purchase them, the trend itself growing (Merce.com, 2020). Legal discourse even suggests that the current system is less about consumer protection than about a world of the consumer's law (*Nadmierna ochrona klienta*…, 2013). Procedural consumer rights have been occasionally used for cost generation purpose only, the phenomenon pointed to by R. Flejszar (2016) who highlighted the fact that over the years 2012-2014 only, approximately 58,000 lawsuits, especially those filed by consumer organisations and groups with the Court of Competition and Consumer Protection to have contractual terms declared as unauthorised, had in all actuality concealed a profit-making purpose (seeking a court ruling of damages).

The issue itself extends well beyond the legal realm, affecting economy and morality as well as family and interpersonal connections. No responsible legislators will ignore the social impact of their activities, which is why expanding the Code of Civil Procedure to include further instruments – in an obstruction for businesses rather than a procedural convenience for consumers – was unnecessary.

References

1. Case C-508/12, Judgment of the Court (Grand Chamber) of 5 December 2013: Vapernik v Thurner. Court of Justice of the European Union.
2. Case C-600/19, Judgment of the Court (Grand Chamber) of 17 May 2022: MA v Ibercaja Banco SA. Court of Justice of the European Union.
3. Case C-693/19, Judgment of the Court (Grand Chamber) of 17 May 2022: SPV Project 1503 Srl, Dobank SpA v YB. Court of Justice of the European Union.
4. Case C-725/19, Judgment of the Court (Grand Chamber) of 17 May 2022: IO v Impuls Leasing România IFN SA. Court of Justice of the European Union.
5. Case C-831/19, Judgment of the Court (Grand Chamber) of 17 May 2022: Banco di Desio e della Brianza SpA, Banca di Credito Cooperativo di Carugate e Inzago Sc, Intesa Sanpaolo SpA, Banca Popolare di Sondrio ScpA, Cerved Credit Management SpA v YX, ZW. Court of Justice of the European Union.
6. Case C-869/19, Judgment of the Court (Grand Chamber) of 17 May 2022: L. v Unicaja Banco SA. Court of Justice of the European Union.
7. Case I NSNc 144/21, Polish Supreme Court Judgment of 23 July 2021, LEX No. 3190970.
8. Council of the EU press release (9 June 2022), *Consumer protection: Council adopts its position on new rules for consumer credit*. Retrieved from: https://www.consilium.europa.eu/pl/press/press-releases/2022/06/09/consumer-protection-council-adopts-its-position-on-new-rules-for-consumer-credits/

[785] Cf. e.g. the opinion of Advocate General of the CJEU Verica Trstenjak of 18 February 2009 in Case C-489/07, paragraph 88, footnote 88.

9. Flejszar R. (2016), *Kodeks postępowania cywilnego. Tom I. Komentarz* (*Code of Civil procedure. Volume I. Commentary*), Warsaw: Wolters Kluwer Poland.
10. Gasparski W., Lewicka-Strzałecka A., Bąk D., Rok B. (2009), *Biznes, prawo, etyka* (*Business, Law, Ethics*), Eds.: Gasparski W., Jabłońska-Bonca J., Warsaw: Wydawnictwa Akademickie i Profesjonalne.
11. Gębski Ł. (2013), *Excess Household Indebtedness – a Financial-and-Legal or Social Issue?*, *Gospodarka Narodowa,* No. 4/2013.
12. *InfoDług* (2022), *Overdue debt dropped by nearly PLN 9 billion, bad debtor numbers reduced by over 143,000 in one year*. Retrieved from: https://media.big.pl/publikacje/727889/raport-infodlug-w-rok-ubylo-prawie-9-mld-zl-zaleglosci-i-ponad-143-tys-niesolidnych-dluznikow.
13. National Debt Register, *Biuro Informacji Gospodarczej S.A.* (2018), *Why Do Poles Take out Loans?* Retrieved from: https://krd.pl/getattachment/65a133e7-f0a2-4877-b009-ade2ae996509?stamp=637829537313570000.
14. Merce.com (2020), *Report on Returned Goods and Complaints in Online Shopping*, p. 50. Retrieved from: https://merce.com/blog/zwroty-i-reklamacje-w-sklepach-internetowych.
15. *Excessive Client Protection Will Weaken Trade Businesses* (19 November 2013), *Dziennik Gazeta Prawna* daily. Retrieved from: https://prawo.gazetaprawna.pl/artykuly/746794,nadmierna-ochrona-klienta-oslabi-handlowcow.html.
16. Nowak P. (2019), *Protecting the Consumer through Statutory Credit Fee Limits*, *Przedsiębiorczość – Edukacja,* No. 15 (1)/2019.
17. Pilitowski B. (14 October 2017), *Bankruptcy – No Reason for Shame*, *Rzeczpospolita* daily. Retrieved from: https://www.rp.pl/prawo-w-firmie/art2376721-bankructwo-to-nie-powod-do-wstydu-dla-rzecz-o-prawie-bartosz-pilitowski.
18. *Effective Assistance for Debtors – the President Signed the Act Drafted by the Ministry of Justice*, 11 September 2019. Retrieved from: https://www.gov.pl/web/sprawiedliwosc/skuteczna-pomoc-dla-zadluzonych--prezydent-podpisal-ustawe-przygotowana-przez-ministerstwo-sprawiedliwosci.
19. Solarz M. (2014), Ochrona konsumenta a wykluczenie finansowe stanowiące wynik niewłaściwego zarządzania ryzykiem finansowym codzienności (*Consumer Protection in the Context of Financial Exclusion as an Outcome of Poor Daily Financial Risk Management*)*, Prace Naukowe Uniwersytetu Ekonomicznego we Wrocławiu*, No. 330/2014.
20. Statistics Poland (2021), *Business Operations at Enterprises with a Maximum Employee Headcount of 9 in 2020*. Retrieved from: https://stat.gov.pl/obszary-tematyczne/podmioty-gospodarcze-wyniki-finansowe/przedsiebiorstwa-niefinansowe/dzialalnosc-przedsiebiorstw-o-liczbie-pracujacych-do-9-osob-w-2020-roku,21,9.html.
21. Strus-Wołos M. (2022), Skutki społeczne nadmiernej ochrony dłużnika w egzekucji sądowej i postępowaniu upadłościowym (*Social Impact of Excessive Debtor Protection in Court Enforcement and Bankruptcy Proceedings*), in: Cieślak S. (ed.), *Aksjologia egzekucji sądowej. W poszukiwaniu optymalnego modelu ochrony praw wierzyciela i dłużnika w postępowaniu egzekucyjnym i upadłościowym* (*Axiology of Court Enforcement Proceedings. A Quest for the Optimum Model of Creditor and Debtor Rights Protection in Enforcement and Bankruptcy Proceedings*), Sopot: Currenda.
22. *Success of the Court Enforcement System Reform – Record-Breaking Effectiveness of Alimony Collection* (24 February 2021). Retrieved from:https://www.gov.pl/web/sprawiedliwosc/sukces-reformy-komorniczej--rekordowa-skutecznosc-egzekwowania-alimentow.
23. Twaróg E. (9 September 2021), *Chairman of the Financial Supervision Authority: Consumers Have to Think for Themselves*, *Puls Biznesu* daily. Retrieved from: https://www.pb.pl/szef-knf-konsument-musi-myslec-za-siebie-1127050.
24. *Justification of the Governmental Draft Law to amend the Code of Civil Procedure Law and selected other laws* (2022). Retrieved from: https://www.sejm.gov.pl/Sejm9.nsf/PrzebiegProc.xsp?nr=2650.

25. Wejer-Kudełko M. (2017), *Debtor Typology*, *Zarządzanie i Finanse*, vol. 15, No. 2/2017.