Judgment of the Regional Court, 1st Civil Division in Łódź.   
In Section 1, the court finds that there has been unjust enrichment on the part of the Respondent.  
In Section 2, the court awards from the Respondent in favour of the Petitioner the total amount claimed plus statutory interest for delay from the due date in the amount of PLN 1,501,802.48 (in words: one million five hundred one thousand eight hundred and two Polish zloty and forty-eight groszy)  
In Section 3, the court orders the Respondent to pay the Petitioner’s legal costs.

**Justification** To decide this case, it is necessary to determine the merits of the court’s jurisdiction to hear the case. This should be based on Article 6(1)(b) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I). In the course of the findings, it was assumed that the case should be adjudicated on the basis of Polish law.

It is also necessary to consider the legal significance of the arbitration clause contained in the contract between the Petitioner and the Respondent. On this subject, the regulation contained in Article 11641. § 1 of the Code of Civil Procedure is decisive. According to the above provision, an arbitration clause to which a consumer is a party may only be drafted after the dispute has arisen. This means that the arbitration clause contained in the contract between the Petitioner, who is a consumer, and the Respondent, who is a professional entity, remains invalid as it was drafted before the dispute arose.

Moreover, the Respondent has not made any effort to initiate the procedure for declaring the enforceability of the judgement of the Court of Arbitration under Article 1212 of the Code of Civil Procedure, and therefore it would be unreasonable to stay the proceedings until a separate procedure for declaring the enforceability of the said judgement is conducted. Consequently, it must be concluded that the Respondent’s plea of res judicata, with respect to the above findings, is manifestly unfounded.

Further, the court agreed with the position proposed in the letter from the President of the Office for Competition and Consumer Protection that, for the purposes of the present case, the tokens should be deemed to be vouchers within the meaning of Article 921(15) of the Civil Code, whereas, with respect to the *numerus clausus* principle for securities, they cannot be deemed securities. Moreover, they do not have to be in material form, given technological developments.

Moving to the question of due diligence as set out in Article 355 of the Civil Code, which, as raised by the Respondent, applied to the Petitioner with respect to his use of the ARSC system, it may be considered that it would be possible to accuse the Petitioner of failing to exercise due diligence if he had the necessary knowledge with respect to the use of the Ethereum system, i.e., if he knew or could have realised that performing such action, and not another, would entail the destruction of the token. Considering that the Petitioner not only did not intend to destroy the token, but also that it cannot be unambiguously stated that such knowledge is common knowledge or that the relevant information in this regard was made available to the Petitioner prior to the conclusion of the agreement, it is necessary to assume that the Petitioner could not have exercised due diligence in this situation. He did not have the necessary knowledge in this respect.

Therefore, the destruction of the token would have to be justified by a specific *causa*, i.e., the Petitioner should either have had the will to destroy the token as its owner, or such destruction would have been the basis of some obligation. In any other case, the Petitioner would have a claim for unjust enrichment by the Respondent at the expense of the Petitioner. Given that such enrichment did in fact occur on the part of the Respondent at the time of the destruction of the token, i.e., the impoverishment thereof, and that it did not occur in pursuit of any legitimate cause, and that there is a clear, adequate causal link between the enrichment and the impoverishment, it must be determined that the Petitioner is entitled to the entire amount claimed. Having regard to the above, the court has ruled as follows.