Tribunal de Justiça do Estado do Ceará - 2º Grau

Processo Judicial Eletrônico

Processos em pauta de julgamento

Sessão de 14/05/2025 às 09:00:00

Emitido em 21/03/2026 09:34

Processo	0000547-50.2019.8.06.0028
Número de ordem	1
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Empréstimo consignado
Polo ativo	LUIZ FELISBERTO DIAS
Advogado(s) - Polo ativo	LUIZ VALDEMIRO SOARES COSTA - (CE141458-A)
Polo passivo	BANCO BRADESCO FINANCIAMENTOS S.A.
Advogado(s) - Polo passivo	PAULO EDUARDO PRADO - (CE24314-A)
Terceiros	Não informado

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Acordão	<div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; 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-webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-

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	select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; 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width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-width: 1px; border-style: solid; border-top-color: initial; border-right-color: initial; border-bottom-color: #000000; border-left-color: initial; border-image: initial; width: 600px;"> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 0000547-50.2019.8.06.0028 - Apelação Cível <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial,

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	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-width: 1px; border-style: solid; border-top-color: #000000; border-right-color: initial; border-bottom-color: initial; border-left-color: initial; border-image: initial; width: 600px;"> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Luis Felisberto Dias e Banco Bradesco S/A <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> EMENTA: APELAÇÃO CÍVEL. DIREITO DO CONSUMIDOR. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE NULIDADE DE RELAÇÃO CONTRATUAL C/C PEDIDO DE REPETIÇÃO DO INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS . APLICABILIDADE DO CÓDIGO DE DEFESA DO CONSUMIDOR. RESPONSABILIDADE OBJETIVA DAS INSITUIÇÕES BANCÁRIAS. INVERSÃO DO ÔNUS DA PROVA. PROMOVIDO REVEL. DESCONTOS INDEVIDOS NA CONTA CORRENTE D O AUTOR. DANO MORAL RECONHECIDO. RECURSO CONHECIDO E PROVIDO. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por LUIS FELISBERTO DIAS, contra sentença proferida pelo Juízo da 2ª Vara da Comarca de Acaraú/CE, que, nos autos de Ação Declaratória de Nulidade de Relação Contratual c/c Pedido de Repetição de Indébito e Indenização por Danos Morais, intentada pelo apelante em face de BANCO BRADESCO FINANCIAMENTO S/A, julgou o pleito autoral parcialmente procedente. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A princípio, ressalta-se que a presente demanda deve ser apreciada à luz da legislação consumerista, eis que presentes as figuras de consumidor e fornecedor, conforme disposto no artigo 2º e 3º do Código de Defesa do Consumidor e da Súmula 297 do Superior Tribunal de Justiça. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O Código de Defesa do Consumidor estabelece duas modalidades de inversão do ônus da prova, quais sejam: a) <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ope <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">judicis <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(art. 6º, inciso VIII), hipótese na qual o magistrado avalia a presença de verossimilhança das alegações ou a hipossuficiência do consumidor; e b) <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ope legis <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(caso dos <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060

Processo	0000547-50.2019.8.06.0028
	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 12 e 14), operando-se em virtude de lei. Tratando-se de fato do serviço previsto no art. 14 do CDC, a inversão do ônus da prova opera-se <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ope legis. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">4. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Configurado, pois, o defeito no serviço prestado, não tendo o banco procedido com as cautelas devidas para a contratação com a autora, assumiu o risco e a obrigação do prejuízo. Nota-se que a instituição financeira não provou a ocorrência das excludentes de responsabilidades previstas no § 3º do art. 14 do CDC. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">5. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A teor do disposto no artigo 14, da Lei nº 8.078/90, a responsabilidade da instituição bancária em reparar os danos causados aos consumidores em decorrência da prestação do serviço é objetiva, bastando a ocorrência do ato delituoso e do consequente dano ao cliente para a sua caracterização. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

Processo	0000547-50.2019.8.06.0028
	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">6. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Diante disso, analisando detidamente os presentes autos, vislumbra-se que não consta no processo prova irrefutável da contratação, considerando que o requerido, malgrado devidamente citado, sequer se manifestou nos autos, razão pela qual foi decretada sua revelia (ID 17321208), no curso do processo em comento. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 7 . <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Quanto à fixação dos danos morais, o valor fixado pelo Juízo sentenciante mostra-se proporcional e razoável, visto que a quantificação do dano moral adotada por este Tribunal em casos desse <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlAdvancedProofingIssueV2,url("data; border-bottom: 1px solid transparent;">jaez gravita em todo do valor de R$ 5.000,00 (cinco mil reais). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-

Processo	0000547-50.2019.8.06.0028
	space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 9 . Recurso conhecido e <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">provido. <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Sentença modificada. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

Processo	0000547-50.2019.8.06.0028
	windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR PROVIMENTO <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear:

Processo	0000547-50.2019.8.06.0028
	both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW196595202 BCX0"

Processo	0000547-50.2019.8.06.0028
	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP

Processo	0000547-50.2019.8.06.0028
	SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">LUIS FELISBERTO DIAS <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , contra sentença proferida pelo Juízo da 2ª Vara da Comarca de Acaraú /CE, que, nos autos de <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> A ção Declaratória de Nulidade de Relação Contratual c/c Pedido de Repetição de Indébito e Indenização por Danos Morais <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , intentada pel o apelante em face de <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont,

Processo	0000547-50.2019.8.06.0028
	Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> BANCO BRADESCO FINANCIAMENTO S/A <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , julgou o pleito autoral parcialmente procedente , nos seguintes termos (ID 17321231): <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> “ Ante o exposto, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">JULGO PARCIALMENTE PROCEDENTE <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

Processo	0000547-50.2019.8.06.0028
	BR">o pedido, com fundamento no art. 487, I, do CPC/2015, declarando inexistente e inexigíveis as cobranças referentes ao contrato de empréstimo consignado descrito na inicial, determinando a devolução de forma simples dos valores indevidamente descontados anteriores a 30/03/2021 e, em dobro, os posteriores, cujo valor será apurado em sede de liquidação de sentença (basta a parte indicar os valores), acrescidos de correção monetária pelo IPCA a partir do efetivo prejuízo e juros moratórios fixados de acordo com a taxa SELIC desde a CITAÇÃO, deduzido o IPCA do período. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Face a sucumbência recíproca, condeno as partes ao pagamento das custas processuais e honorários advocatícios dos patronos do(a)(s) adverso, que arbitro em 10% sobre o valor total da condenação, cuja exigibilidade fica suspensa em relação a demandante, na forma do art. 98, §3º do CPC. (...)". <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height:

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	33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Inconformad o , <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> o autor interpôs recurso apelatório <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , alegando, em síntese, que a sentença objurgada merece ser reformada, tão somente para determinar que o requerido seja condenado a ressarci-lo pelos danos extrapatrimoniais sofridos. Ao final, requer o conhecimento e provimento do presente recurso (ID 17321233). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após devidamente intimado, o requerido apresentou suas <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">contrarrazões <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> ao ID 17321237 . <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

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	user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont,

Processo	0000547-50.2019.8.06.0028
	Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I. DA ADMISSIBILIDADE RECURSAL <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

Processo	0000547-50.2019.8.06.0028
	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Presentes os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo, nos termos em que estabelece o art. 1.009 e seguintes do Código de Processo Civil de 2015. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II. DO MÉRITO <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nos autos, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> A Ação Declaratória de Nulidade de Relação Contratual c/c Pedido de Repetição de Indébito e Indenização por Danos <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px

Processo	0000547-50.2019.8.06.0028
	solid transparent;">Morais <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">alvitrada por <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Luis Felisberto Dias <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> em face d e <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Banco Bradesco Financiamento S/A. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	0000547-50.2019.8.06.0028
	transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nessa perspectiva, conforme relatado na sentença objurgada, a parte autora alega, em suma, que sofreu descontos indevidos no seu benefício previdenciário, promovidos pela instituição financeira requerida, em razão de empréstimo consignado com reserva de margem consignável, o qual assevera não ter firmado. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Eis a origem da celeuma. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a) DA APLICABILIDADE DO CÓDIGO DE DEFESA DO CONSUMIDOR <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

Processo	0000547-50.2019.8.06.0028
	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A princípio, ressalta-se que a presente demanda deve ser apreciada à luz da legislação consumerista, eis que presentes as figuras de consumidor e fornecedor, conforme disposto no artigo 2º e 3º do Código de Defesa do Consumidor e da Súmula 297 do Superior Tribunal de Justiça, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> in <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">verbis <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">: <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px -75px 0px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">" <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Art. 2° <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-

Processo	0000547-50.2019.8.06.0028
	height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Consumidor é toda pessoa física ou jurídica que adquire ou utiliza produto ou serviço como destinatário final. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Parágrafo único. Equipara-se a consumidor a coletividade de pessoas, ainda que indetermináveis, que haja intervindo nas relações de consumo. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Art. 3° <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fornecedor é toda pessoa física ou jurídica, pública ou privada, nacional ou estrangeira, bem como os entes despersonalizados, que desenvolvem atividade de produção, montagem, criação, construção, transformação, importação, exportação, distribuição ou comercialização de produtos ou prestação de serviços. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align:

Processo	0000547-50.2019.8.06.0028
	justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Súmula 297- <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“O Código de Defesa do Consumidor é aplicável às instituições financeiras”. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Acerca do tema, dispõe a jurisprudência desta Câmara: <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> </p> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

Processo	0000547-50.2019.8.06.0028
	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C INDENIZAÇÃO POR DANOS. SENTENÇA PROCEDENTE. INCIDÊNCIA DO CÓDIGO DE DEFESA DO CONSUMIDOR. CARACTERIZADAS AS FIGURAS DO CONSUMIDOR E DO FORNECEDOR, CONFORME ARTS. 2° E 3°, DO CDC. RESPONSABILIDADE OBJETIVA DO PRESTADOR DE SERVIÇOS COM RELAÇÃO À FALHA DO SERVIÇO. ART. 14, DO CDC. TEORIA DO RISCO DA ATIVIDADE OU DO EMPREENDIMENTO. INVERSÃO DO ÔNUS OPE LEGIS. NEGATIVAÇÃO DO NOME DO CONSUMIDOR DE FORMA IRREGULAR. RESPONSABILIDADE DO ENTE FINANCEIRO CARACTERIZADA. NÃO COMPROVAÇÃO DO INADIMPLEMENTO NA DATA DE PROPOSITURA DA AÇÃO. DANOS MORAIS CONFIGURADOS (IN RE IPSA). QUANTUM ARBITRADO EM CONFORMIDADE COM ENTENDIMENTOS DESTA CORTE. HONORÁRIOS SUCUMBENCIAIS MAJORADOS. RECURSO CONHECIDO E IMPROVIDO. SENTENÇA MANTIDA. 1 - Trata-se de apelação interposta em face de sentença prolatada pelo Juízo de Direito da Vara Única da Comarca de Saboeiro-CE, o qual julgou procedentes os pedidos da inicial, declarando a demanda totalmente procedente, constituindo a nulidade contratual e condenando a Requerida em R$ 5.000,00 (cinco mil reais) pelo dano moral sofrido pela autora, a ser corrigido monetariamente a partir desta data e acrescido de juros, no percentual de 1% (um por cento) ao mês, a partir do ato ilícito (data em que o Requerente tomou ciência da inscrição indevida), bem como custas e honorários, estes fixados em 10% (dez) por cento, sobre o valor da condenação. 2 - <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> A relação jurídica travada entre as partes atrai a incidência do Código de Defesa do Consumidor, restando caracterizadas, no caso, as figuras tradicionais do consumidor e do fornecedor (prestador de serviços), previstas respectivamente nos <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 2° e 3°, do CDC. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 3 - Em razão disso, o art. 14, caput, do aludido diploma legal, prevê a responsabilidade objetiva dos prestadores de serviços, pela Teoria do Risco da Atividade ou do Empreendimento, quando houver referência à falha em sua atividade, dispondo também sobre as hipóteses de sua excludente, conforme previsto no § 3°. Dessa feita, nas situações em que se apuram os danos ocorridos em prejuízo ao consumidor, incumbe ao fornecedor de serviços, para a exclusão de sua responsabilidade, reunir todas as provas que apontem para a ocorrência de ao menos uma das hipóteses descritas nos 2 (dois) incisos, do § 3°, ou caso fortuito e força maior. Trata-se de inversão do ônus probatório que se opera ope legis, ou seja, por força de lei. 4 - A promovida não comprovou a existência do inadimplemento na data da propositura da presente ação, incidência da Súmula nº 548 do STJ. 5 - Por seu turno, o promovente às fls. 14/16 comprovou a existência das anotações efetivadas pelo banco demandado. Disso resulta a aplicação da responsabilidade objetiva ao caso, o que naturalmente se inclui a indevida negativação de débito, cuja regularidade não foi comprovada. Isso porque é imprescindível que os fornecedores se cerquem previamente dos cuidados necessários, antes de tomar qualquer medida que imponha um gravame dessa natureza. Responsabilidade do banco caracterizada. 6 - Demonstrada a irregularidade na restrição do nome do suplicante por débito irregular, dispensa-se prova da ocorrência de dano moral para a sua constatação. É o que se convencionou chamar de dano in <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat:

Processo	0000547-50.2019.8.06.0028
	repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">re <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ipsa . Precedentes. 7 - Em relação ao valor a ser fixado a título de indenização pelos danos morais, o importe de R$ 5.000,00 (cinco mil reais) atende aos limites jurisprudenciais e aos seus escopos, bem como não descumpre os princípios da proporcionalidade e da razoabilidade. Precedentes. 8 - Recurso conhecido e improvido. Sentença mantida. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos, em que figuram as partes acima referidas, ACORDAM os Senhores Desembargadores da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer do recurso para NEGAR-LHE PROVIMENTO, mantendo <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlAdvancedProofingIssueV2,url("data; border-bottom: 1px solid transparent;">incólume a sentença, nos termos do relatório e do voto do relator, que passam a fazer parte integrante do presente acórdão. Fortaleza, data e hora indicadas pelo sistema DESEMBARGADORA JANE RUTH MAIA DE QUEIROGA Presidente do Órgão Julgador DESEMBARGADOR DJALMA TEIXEIRA BENEVIDES Relator <span class="LineBreakBlob BlobObject DragDrop SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0000922-46.2019.8.06.0159, Rel. Desembargador(a) DJALMA TEIXEIRA BENEVIDES, 3ª Câmara Direito Privado, data do julgamento: 29/11/2023, data da publicação: 01/12/2023)" <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal;

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	font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Feitas tais considerações, passo à apreciação dos demais pontos. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> b) DA RESPONSABILIDADE OBJETIVA DA INSTITUIÇÃO BANCÁRIA <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É pacífico que a Responsabilidade da instituição bancária é objetiva na ocorrência de fraude, como no caso dos autos. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Confira-se: <span class="EOP SCXW192475060 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 22px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Súmula 479, STJ <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> - As instituições financeiras respondem objetivamente pelos danos gerados por fortuito interno relativo a fraudes e delitos praticados por terceiros no âmbito de operações bancárias. (Súmula 479, SEGUNDA SEÇÃO, julgado em 27/06/2012, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 01/08/2012)” <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> c) DA INVERSÃO DO ÔNUS DA PROVA <span class="EOP

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	SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O Código de Defesa do Consumidor estabelece duas modalidades de inversão do ônus da prova, quais sejam: a) <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> ope <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">judicis <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(art. 6º, inciso VIII), hipótese na qual o magistrado avalia a presença de verossimilhança das alegações ou a hipossuficiência do consumidor; e b) <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ope legis <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (caso dos <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 12 e 14), operando-se em virtude de lei. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	0000547-50.2019.8.06.0028
	transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Tratando-se de fato do serviço previsto no art. 14 do CDC, a inversão do ônus da prova opera-se <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ope legis <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">. Nesse sentido, é entendimento consolidado no âmbito do STJ (grifei): <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"AGRAVO REGIMENTAL. AGRAVO EM RECURSO ESPECIAL. INVERSÃO DO ÔNUS DA PROVA OPE LEGIS. FORMA OBJETIVA. FATO DO PRODUTO OU DO SERVIÇO. REEXAME DE PROVAS. SÚMULA 7/STJ. QUANTUM INDENIZATÓRIO. RAZOABILIDADE. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 1.- A Segunda Seção deste Tribunal, no julgamento do <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0000547-50.2019.8.06.0028
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp 802.832/MG, Rel. Paulo de Tarso <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Sanseverino , DJ de 21/09.2011, pacificou a jurisprudência desta Corte no sentido de que em demanda que trata da responsabilidade pelo fato do produto ou do serviço (<span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 12 e 14 do CDC), a inversão do ônus da prova decorre da lei. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 2.- "Diferentemente do comando contido no art. 6º, inciso VIII, que prevê a inversão do ônus da prova "a critério do juiz", quando for verossímil a alegação ou hipossuficiente a parte, o ?˜ 3º, do art. 12, preestabelece - de forma objetiva e independentemente da manifestação do magistrado -, a distribuição da carga probatória em desfavor do fornecedor, que "só não será responsabilizado se provar: I - que não colocou o produto no mercado; II - que, embora haja colocado o produto no mercado, o defeito inexiste; III- a culpa exclusiva do consumidor ou de <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">terceiro ". É a diferenciação já clássica na doutrina e na jurisprudência entre a inversão ope <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">judicis (art. 6º, inciso VIII, do CDC) e inversão ope legis (<span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 12 <span class="NormalTextRun

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	ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">, ? ˜ 3º, e art. 14 <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">, ? ˜ 3º, do CDC). Precedente da Segunda Seção." <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (REsp 1095271/RS, Rel. Ministro LUIS FELIPE SALOMÃO, QUARTA TURMA, julgado em 07/02/2013, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 05/03/2013). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">3.- Em âmbito de recurso especial não há campo para se revisar entendimento assentado em provas, conforme está sedimentado no enunciado 7 da Súmula desta Corte. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text;

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	overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">4.- A intervenção do STJ, Corte de caráter nacional, destinada a firmar interpretação geral do Direito Federal para todo o país e não para a revisão de questões de interesse individual, no caso de questionamento do valor fixado para o dano moral, somente é admissível quando o valor fixado pelo Tribunal de origem, cumprindo o duplo grau de jurisdição, se mostre teratológico, por irrisório ou abusivo. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">5.- Inocorrência de teratologia no caso concreto, em que, para o defeito na prestação do serviço - não entregou a documentação regular do veículo no momento da contratação -, foi fixado o valor de indenização de R$ 5.000,00 (cinco mil reais) a título de dano moral, consideradas as forças econômicas do autor da lesão. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 6.- Agravo Regimental improvido. (STJ, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AREsp 402.107/RJ, T3 – Terceira Turma, min. Sidnei Beneti, julgado em 26/11/2013, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%;

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	background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 09/12/2013)". <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse contexto, em atenção ao preceito de facilitação do acesso à justiça ao consumidor, surge a inversão do ônus da prova, cabendo ao fornecedor provar a existência de excludentes de responsabilidade ou a inexistência do fato gerador do dano, para afastar a obrigação de ressarcir, conforme preconiza o CDC. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Diante disso, analisando detidamente os presentes autos, vislumbra-se que não consta no processo prova irrefutável da contratação, considerando que o requerido, malgrado devidamente citado, sequer se manifestou nos autos, razão pela qual foi decretada sua revelia (ID 17321208), no curso do processo em comento. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI

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	Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Assim, para desincumbir-se desse mister, deveria a instituição financeira demonstrar cabalmente a ocorrência da participação do consumidor no procedimento ora firmado, pois competia a ela, a juntada de todos os documentos que caracterizassem a real participação do autor, no contrato em discussão, o que não ficou demonstrado nos presentes autos. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Como o banco não se desincumbiu <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">do ônus que lhe competia de comprovar a regularidade da contratação <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, demonstrando que a demandante teve a exata participação nos termos da contratação, de modo a afastar o vício de consentimento alegado, impõe-se, assim, a anulação do pacto. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Configurado, pois, o defeito no serviço prestado, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">não tendo o banco procedido com as cautelas devidas para a contratação com a autora, assumiu o risco e a obrigação do prejuízo. Nota-se que a

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	instituição financeira não provou a ocorrência das excludentes de responsabilidades previstas no § 3º do art. 14 do CDC. <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Segue a transcrição do art. 14 e seus parágrafos 1º e 3º: <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"Art. 14. O fornecedor de serviços responde, independentemente da existência de culpa, pela reparação dos danos causados aos consumidores por defeitos relativos à prestação dos serviços, bem como por informações insuficientes ou inadequadas sobre sua fruição e risco. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 1º. O serviço é defeituoso quando não fornece a segurança que o consumidor dele pode esperar, levando-se em consideração as circunstâncias relevantes ente as quais: <span class="EOP SCXW192475060

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	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> I – <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">o modo de seu fornecimento; <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; 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clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">II – o resultado e os riscos que razoavelmente dele se esperam; <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont,

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	Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">[…] <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 3º. O fornecedor de serviços só não será responsabilizado quando provar: <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div

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	class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> I – <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">que , tendo prestado o serviço, o defeito inexiste; <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> II – <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">a culpa exclusiva do consumidor ou de <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">terceiro ." <span class="EOP SCXW192475060

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	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A teor do disposto no artigo 14, da Lei nº 8.078/90, a responsabilidade da instituição bancária em reparar os danos causados aos consumidores em decorrência da prestação do serviço é objetiva, bastando a ocorrência do ato delituoso e do consequente dano ao cliente para a sua caracterização. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Dos documentos anexados aos presentes autos, depreende-se que a parte autora comprovou que sofreu as subtrações mencionadas, conforme evidenciado nos históricos de empréstimos consignados e d a notificação enviad <span class="NormalTextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

Processo	0000547-50.2019.8.06.0028
	user-select: text;">a pelo autor, solicitando a cópia do instrumento contratual em discussão, ambos acostados aos <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">IDs 17321120, 17321121 e 17321122. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nada obstante, o que se vê são apenas as subtrações mensais na conta do Promovente sem que, para tanto, tenha ocorrido efetivamente o anterior crédito. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">No ponto, paradigmas do TJCE: <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun

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	SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“CIVIL E PROCESSO CIVIL. APELAÇÃO. AÇÃODECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO JURÍDICAC/C REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. DESCONTOS INDEVIDOS NOS PROVENTOS DE APOSENTADORIA DA PARTE AUTORA. INEXISTÊNCIA DE DÉBITO. EMPRÉSTIMO CONSIGNADO. ILICITUDE DOS DESCONTOS. APLICABILIDADE DO CÓDIGO CONSUMERISTA. PREPONDERÂNCIA DA FALHA NA PRESTAÇÃO DE SERVIÇO POR PARTE DO REQUERIDO QUE NÃO OPEROU COM A CAUTELA NECESSÁRIA NA CONCESSÃO DECRÉDITO. BANCO NÃO COMPROVOU A LEGALIDADE DA CONTRATAÇÃO. DEVER DE INDENIZAR. DANOS MORAIS. MAJORAÇÃO. RECURSOS CONHECIDOS. IMPROVIDO O RECURSO DA RÉ E PROVIDO O APELO DA PARTEAUTORA. SENTENÇA REFORMADA. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 1. Cuidam-se de Apelações interpostas, respectivamente, pelo autor VICENTE JOÃO FERREIRA e pelo réu BANCOBRADESCO FINANCIAMENTOS S/A no intuito de reformar a sentença proferida pelo Juízo de Direito da Vara Única da Comarca de Milagres/CE que julgou parcialmente procedente a ação declaratória de nulidade contratual c/c repetição de indébito e danos morais movida pelo primeiro apelante <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">emdesfavor da instituição financeira apelada. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">2. A discussão acerca da validade de contrato de empréstimo consignado deve ser analisada à luz das disposições da Lei Consumerista, por se tratar de relação de consumo (art. 2º e 3º), devendo-se assegurar a facilitação da defesa dos direitos do consumidor, mediante a inversão do ônus da prova (art. 6º, VIII). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px;

Processo	0000547-50.2019.8.06.0028
	font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">3. O banco promovido não apresentou nenhum documento que comprovasse o depósito do valor ajustado à conta do reclamante. 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Age negligentemente a instituição financeira que não toma os cuidados necessários, a fim de evitar possíveis e atualmente usuais fraudes cometidas por terceiro na contratação de serviços, especialmente empréstimo <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">comdesconto <span class="NormalTextRun SCXW192475060

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	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">em folha de aposentado da previdência social. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 6. Diante das circunstâncias do caso concreto, no tocante à fixação do quantum indenizatório a título de danos morais, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">fazse necessário modificar os termos da decisão de primeiro grau para elevar a condenação para a quantia de R$ 5.000,00 (cinco mil reais), sendo este um valor que melhor se ajusta ao patamar da razoabilidade, capaz de reparar o dano sofrido e a funcionar como salutar efeito pedagógico, para que o banco promovido não venha a agir de forma negligente em relação a consumidores atuais e futuros. Precedentes. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">7. Apelos conhecidos. Recurso da parte ré improvido e recurso da parte autora acolhido. Sentença reformada quanto ao valor da condenação em danos morais. A C Ó R D Ã O Vistos, relatados e discutidos os presentes autos, em que figuram as partes acima referidas. Acordam os Senhores Desembargadores da 4ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, conhecer dos recursos apresentados para, no mérito, DARPROVIMENTO ao recurso da parte autora e NEGARPROVIMENTO ao recurso da parte ré, tudo nos termos do voto do Desembargador Relator, observadas as disposições de ofício. Fortaleza, 21 de junho de 2022 Presidente do Órgão Julgador DESEMBARGADOR FRANCISCO BEZERRACAVALCANTE Relator (Apelação Cível - 0000024-29.2017.8.06.0183, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 21/06/2022, data da publicação: 21/06/2022) <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial,

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RECURSO DE APELAÇÃO. AÇÃO DECLARATÓRIA DE NULIDADE DE RELAÇÃO CONTRATUAL C/C REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. EMPRÉSTIMO CONSIGNADO. PESSOA IDOSA APOSENTADO. AUSÊNCIA DE COMPROVAÇÃO DO REPASSE DO VALOR CONTRATADO. DESCONTOS INDEVIDOS. NEGLIGÊNCIA DA INSTITUIÇÃO FINANCEIRA. DEFEITO NA PRESTAÇÃO DO SERVIÇO. RESPONSABILIDADE OBJETIVA. RELAÇÃO DE CONSUMO. ART. 14 DO CDC E SÚMULA 479 DO STJ. NULIDADE DO CONTRATO. AUSÊNCIA DE MÁ-FÉ. DEVOLUÇÃO EM DOBRO. POSSIBILIDADE. PRECEDENTES DO STJ. DANO MORAL IN RE IPSA. CONFIGURADO. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA REFORMADA. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">1. Cuida-se de recurso de apelação interposto por Maria Margarida Alves de Freitas em face de sentença proferida pelo Juízo de Direito da 2ª Vara da Comarca de Limoeiro do Norte/CE que julgou improcedente o pedido declaração de nulidade de contrato com repetição do indébito e indenização por danos morais movida pela Apelante em desfavor de Banco Bradesco Financiamentos S.A. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

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A discussão acerca da validade de contrato de empréstimo consignado deve ser analisada à luz das disposições da Lei Consumerista, por se tratar de relação de consumo (art. 2º e 3º), devendo-se assegurar a facilitação da defesa dos direitos do consumidor, mediante a inversão do ônus da prova (art. 6º, VIII). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">3. 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Em razão da falha na prestação do serviço, o agente financeiro assumiu o dever de indenizar, decorrente da responsabilidade objetiva do fornecedor, respaldada no art. 14 do CDC e na Súmula 479 do STJ. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal;

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	font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 5. Quanto à condenação da instituição bancária na devolução dobrada dos valores descontados indevidamente do benefício previdenciário da apelante, o atual entendimento adotado pelo Superior Tribunal de Justiça é no sentido de que a restituição em dobro não depende da comprovação de que o fornecedor do serviço agiu com má-fé, pois, ela é cabível se a cobrança indevida configurar conduta contrária à boa-fé objetiva. Precedentes. (<span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676.608 (paradigma), <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 664.888, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 600.663, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EREsp 1.413.542, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676.608, <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 622.697). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">6. A privação do uso de determinada importância, reduzida dos proventos de aposentadoria, recebida mensalmente para o sustento do autor, gera ofensa à sua honra e viola seus direitos da personalidade, na medida em que a indisponibilidade do numerário reduz ainda mais suas condições de sobrevivência, não se

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	classificando como mero aborrecimento. A indenização por danos morais deve ser fixada em termos razoáveis, não se justificando que a reparação venha a constituir-se em enriquecimento sem causa, com manifestos abusos e exageros, devendo o arbitramento operar-se com moderação, estando o julgador atento à realidade da vida e às peculiaridades de cada caso. Desse modo, fixa-se o quantum indenizatório em R$ 5.000,00 (cinco mil reais), valor que atende aos princípios da proporcionalidade e razoabilidade. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 7. Recurso conhecido e parcialmente provido. Sentença reformada. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos, em que figuram as partes acima referidas, ACORDAM os Senhores Desembargadores da Quarta Câmara de Direito Privado, do Tribunal de Justiça do Estado do Ceará, a unanimidade, em conhecer do recurso de apelação para DAR-LHE PARCIAL PROVIMENTO, tudo nos termos do voto do Desembargador Relator. Fortaleza, 19 de outubro de 2021 DESEMBARGADOR RAIMUNDO NONATO SILVA <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">SANTOSPresidente do Órgão Julgador DESEMBARGADORFRANCISCO BEZERRA CAVALCANTE Relator (Apelação Cível - 0015634-47.2017.8.06.0115, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 19/10/2021, data da publicação: 19/10/2021) <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-

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	kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> CIVIL. PROCESSUAL CIVIL. RESPONSABILIDADE. EMPRÉSTIMO CONSIGNÁVEL FRAUDULENTO. DESCONTO EM BENEFÍCIO DEAPOSENTADORIA. AUSÊNCIA DE COMPROVAÇÃO DODEPÓSITO EM CONTA DO APELANTE. BANCO BRADESCO. NEGLIGÊNCIA EVIDENCIADA. DANO MORAL CONFIGURADO. ARBITRAMENTO. EQUILIBRIO ENTRE ACOMPENSAÇÃO DA DOR DA OFENDIDA E O CARATERPUNITIVO EDUCATIVO PARA A INSTITUIÇÃO FINANCEIRA. APLICAÇÃO DOS PRINCÍPIOS DA RAZOABILIDADE E DAPROPORCIONALIDADE NO QUANTUM INDENIZATÓRIO. PRECEDENTES. QUANTUM ARBITRADO A TÍTULO DEDANOS MORAIS, EM R$: 5.000,00 (CINCO MIL REAIS), JUROS MORATÓRIOS DEVIDOS, A PARTIR DA PROLAÇÃODO ACORDÃO. DANOS MATERIAS. COMPROVAÇÃO...APELAÇÃO 2991- 96.2012.8.06.0094 <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">CERelator : Durval Aires Filho, Julgamento em: 16/06/2015”. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap:

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	break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Assim, não paira a menor dúvida quanto à inteira ilegalidade da contratação em discussão, pois a instituição financeira não conseguiu demonstrar que o empréstimo decorreu da própria contratação por parte do apelado, o que afasta a legalidade da cobrança. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Os bancos, assim como as empresas autorizadas a exercerem atividades bancárias próprias, em virtude de sua situação de vantagem frente aos seus clientes e do risco do negócio que empreendem, respondem objetivamente por eventuais danos causados por fraude ou delito praticados por terceiros, bem como por falha na prestação de seu serviço, incluindo, neste rol, a contratação irregular ou indevida de empréstimos consignados, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> in <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">verbis : <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;">

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	<span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> "EMBARGOS INFRINGENTES. RESPONSABILIDADE CIVIL. DESCONTO INDEVIDO EM PROVENTOS DE APOSENTADORIA. EMPRÉSTIMO NÃO CONTRATADO. DANO EXTRAPATRIMONIAL CONFIGURADO. O desconto indevido em proventos de aposentadoria, sem autorização do beneficiário, gera dano extrapatrimonial indenizável em virtude da conduta negligente da instituição financeira, sobretudo porque o ato praticado atingiu direito personalíssimo da autora (verba alimentar), ultrapassando o limite do mero aborrecimento. A responsabilidade civil da demandada é objetiva. Exegese dos <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 14 e 17, CDC. Presença, in <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , de nexo causal entre a conduta da parte demandada e o prejuízo sofrido pela autora. Por outro lado, desnecessária a prova de dano concreto, sendo suficiente a demonstração da existência do ato ilícito, causador de violação ao patrimônio moral do indivíduo. Dever de indenizar reconhecido. (TJ/RS, EI 70045206489, Rel. Des. Ivan <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Balson Araújo, 5º Grupo de Câmaras Cíveis, publicado em: 05/12/2011 – grifei) <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

Processo	0000547-50.2019.8.06.0028
	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">STJ, Súmula nº 479: <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">As instituições financeiras respondem objetivamente pelos danos gerados por fortuito interno relativo a fraudes e delitos praticados por terceiros no âmbito de operações bancárias.". <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 47px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 22px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Não obstante, a alegação da instituição financeira no sentido de que não teria cometido ilícito, diante da suposta lisura do contrato de empréstimo na modalidade consignado por parte do demandante, mostra-se incontroversa a ocorrência de fraude praticada por terceiro contra a instituição financeira em prejuízo do apelado. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-

Processo	0000547-50.2019.8.06.0028
	variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Logo, para afastar sua responsabilidade pelos descontos efetuados no benefício previdenciário do consumidor, o banco apelado teria de apresentar provas aptas a afastar a ocorrência do dano, isto é, elementos que indicassem a inexistência de defeito na prestação dos seus serviços, ou que excluíssem o nexo de causalidade, isto é, demonstrar a existência de culpa exclusiva do consumidor ou de <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">terceiro . <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> d) DOS DANOS MORAIS <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É assentando na seara jurídica que o dano moral é aquele causado injustamente a um indivíduo, sem repercussão patrimonial, capaz de afetar substancialmente a sua alma, a sua subjetividade, proporcionando-lhe transtornos, humilhações, dor, mágoa, vergonha,

Processo	0000547-50.2019.8.06.0028
	enfim, toda a sorte de sentimentos que causam desconforto. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Cotejando-se os elementos probantes trazidos ao feito, dessume-se restar presente o menoscabo moral suportado pelo Promovente, decorrente de fato de que teve sua conta bancária invadida, subtraindo-lhe valores sem nenhuma justificativa, sendo inconteste o abalo causado ao seu acervo de direitos, notadamente pela exposição a situação vexatória e aflitiva face à restrição relativa <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">a baixa monetária para abarcar os compromissos financeiros. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Não fosse suficiente, diante da jurisprudência pátria, para a configuração do dano de natureza moral não se necessita da demonstração material do prejuízo, e sim a prova do fato que ensejou o resultado danoso à moral da vítima, evento este que deve ser ilícito e guardar nexo de causalidade com a lesão sofrida. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

Processo	0000547-50.2019.8.06.0028
	BR">Verifica-se o nexo de causalidade, estando patente no corpo dos autos que fora a atitude desidiosa do Banco a responsável pela concretização de danos imateriais suportados pelo apelado. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Assim, presentes, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">in <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, os requisitos necessários para o reconhecimento do dever de indenizar e inexistindo qualquer causa excludente da responsabilidade, insurge-se forçosa a obrigação da instituição bancária de reparar o dano moral que deu ensejo. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Importante salientar que a caracterização do dano moral não reside exatamente na simples ocorrência do ilícito em si, de sorte que nem todo ato desconforme com o ordenamento jurídico enseja respectiva indenização. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-

Processo	0000547-50.2019.8.06.0028
	kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Somente quando se puder extrair do cometimento do ato ilícito consequências que atinjam personalidade da pessoa, é que há de se vislumbrar dano moral indenizável. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, salutar a doutrina de Sérgio Cavalieri Filho (Programa de Responsabilidade Civil. 5ª Edição. São Paulo: Malheiros, 2004, p. 94), ao asseverar que o dano moral: <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“À luz da Constituição vigente, nada mais é do que agressão à dignidade. (...) Se dano moral é agressão a dignidade humana, não basta para configurá-lo qualquer contrariedade. (...) <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag:

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	none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Nessa linha de princípio, só deve ser reputado como dano moral a dor, vexame, sofrimento ou humilhação que, fugindo à normalidade, interfira intensamente no comportamento psicológico do indivíduo, causando-lhe aflições, angústia e desequilíbrio em seu bem-estar. Mero dissabor, aborrecimento, mágoa, irritação ou sensibilidade exacerbada estão fora da órbita do dano moral, porquanto além de fazerem parte da normalidade do nosso <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">dia-a-dia , no trabalho, no trânsito, entre amigos e até no ambiente familiar, tais situações não são intensas e duradouras, a ponto de romper o equilíbrio psicológico do indivíduo.”. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Como se trata de algo imaterial ou ideal, a prova do dano moral não pode ser feita pelos mesmos meios utilizados para a comprovação do dano material. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por conseguinte, firmou-se o entendimento de que o dano moral é presumido

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	<span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (in <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">re <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ipsa), <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ou seja, deriva, necessariamente, do próprio fato ofensivo, de maneira que, comprovada a ofensa, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ipso facto, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> está demonstrado o dano moral (<span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no Ag 742489/RJ, 3ª Turma, Rel. Min. Paulo Furtado (Desembargador Convocado do TJ/BA), <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 16/09/2009). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

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	BR">Na hipótese dos autos, existem peculiaridades que justificam e tornam certa a condenação por dano moral, especialmente, a angústia causada em ver subtraída de sua conta corrente, mensalmente, quantia que lhe diminuiu o crédito para o cumprimento de suas obrigações de subsistência. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Realmente, o arbitramento da indenização moral não deve ser ínfimo, tampouco excessivo. <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> In <span class="NormalTextRun SpellingErrorV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> , a quantificação do Dano Moral em casos desse <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlAdvancedProofingIssueV2,url("data; border-bottom: 1px solid transparent;">jaez gravita em todo do valor de R$ 5.000,00 (cinco mil reais). <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span style="background-color: transparent; color: windowtext; font-family: Arial,

Processo	0000547-50.2019.8.06.0028
	Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-size: 14pt;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Diante o exposto, <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso de Apelação, para <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun

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	SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">DAR-LHE PROVIMENTO <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , modificando a decisão hostilizada apenas para determinar que o promovido seja condenado ao pagamento de R$ 5.000,00 (cinco mil reais) à parte autora a título de indenização por danos morais, os devidos consectários legais, consoante Súmulas 43, 54 e 362 do STJ . <span class="EOP SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW192475060 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Alterado o julgado ao ponto de todos os pedidos iniciais terem sido procedentes, retifico, de ofício, a sentença, <span class="TextRun SCXW251274617 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">condenando somente o promovido em custas e honorários, na porcentagem de 10% (dez por cento) sobre o valor da condenação. <span class="EOP SCXW251274617 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span

Processo	0000547-50.2019.8.06.0028
	class="TextRun SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <div class="OutlineElement Ltr SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW251274617 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;">

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Número de ordem	2
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	PASEP
Polo ativo	ROSANE SILVEIRA MAGALHAES
Advogado(s) - Polo ativo	MARCELO MAGALHAES FERNANDES - (CE10108-A) TULIO VILA NOVA TORRES MARTINS - (CE18354-A) ANDRESSA MARTINS FERNANDES - (CE39175-A) IGOR TORRES FERNANDES - (CE45036-A)
Polo passivo	BANCO DO BRASIL SA

Processo	0250051-49.2024.8.06.0001
Advogado(s) - Polo passivo	WILSON SALES BELCHIOR - (CE17314-A)
Terceiros	MINISTERIO PUBLICO DO ESTADO DO CEARA

Processo	0250051-49.2024.8.06.0001
Acordão	<div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">

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	GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal;

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	font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 0 250051-49.2024 .8.06.0001 - Apelação Cível <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Rosane Silveira Magalhães e Banco do Brasil S/A <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">EMENTA: APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, SAQUES E DESFALQUES DE VALORES NA CONTA VINCULADA DO PASEP DO AUTOR. SENTENÇA QUE DECRETOU A PRESCRIÇÃO. INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CIÊNCIA INEQUÍVOCA DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO. SENTENÇA ANULADA. RECURSO CONHECIDO E PROVIDO. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 1. O cerne da controvérsia reside na aferição de responsabilidade do Banco do Brasil pela má gestão dos valores contidos em conta do PASEP vinculada ao servidor autor. Sentença extinguiu o feito declarando a prescrição da pretensão. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 2. Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;"> actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo STJ, tem-se que: "A pretensão ao

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	ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 3. Desta forma, o lapso da prescrição teve início quando o autor teve acesso aos extratos da sua conta vinculada ao PASEP, emitido em 22/07/2024 , não fulminando o direito de ação exercitado em 1 0/07/2024 . <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">4. <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Apelação cível conhecida e provida. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

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	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW121197117 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DAR PROVIMENTO <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

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	transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ROSANE SILVEIRA MAGALHÃES <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

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	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , contra sentença proferida pelo Juízo da 3 7ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos de <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação de Indenização por Danos Materiais e Morais <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pelo apelante em face de <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">BANCO DO BRASIL S/A, <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> julgou liminarmente improcedente , nos seguintes termos (ID 17413378): <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-

Processo	0250051-49.2024.8.06.0001
	collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Isto posto, JULGO LIMINARMENTE IMPROCEDENTE o presente pedido, o que faço com fundamento nos <span class="NormalTextRun SpellingErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 332, II, § 1º e 487, II e parágrafo único, todos do CPC/15. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Condeno a parte autora ao pagamento de custas processuais. Deixo de condená-la ao pagamento de honorários advocatícios por não haver formação de contraditório. Ausente elemento que milite em desfavor da presunção de hipossuficiência, defiro à parte autora o benefício da gratuidade judiciária, de sorte que lhe suspendo a exigibilidade do pagamento de custas, na forma do art. 98, § 3º, do CPC/15, que somente poderão ser executadas se, nos 5 (cinco) anos subsequentes ao trânsito em julgado da decisão que as certificou, o credor demonstrar que deixou de existir a situação de insuficiência de recursos que justificou a concessão de gratuidade, extinguindo-se, passado esse prazo, tais obrigações do beneficiário. <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (...)”. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inconformado, a <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">autora interpôs recurso apelatório <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, alegando, em suma, que a sentença objurgada merece ser reformada, visto que aprescrição não restou con figurada , porquanto ao revés do entendimento adotado pelo Magistrado originário, o prazo prescricionalseria de 20 (vinte) anos. Ao final, requer conhecimento e provimento do apelo (ID 17413383). <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont,

Processo	0250051-49.2024.8.06.0001
	Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , ante a ausência de <span class="NormalTextRun SpellingErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">triangularização <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da relação processual. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

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	text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px -76px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement

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	Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - DOS PRESSUPOSTOS DE ADMISSIBILIDADE <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-

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	serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II - DO MÉRITO <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 32 ª Vara Cível da Comarca de Fortaleza/CE, que nos autos da <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação de Indenização por Danos Materiais e Morais <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-

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	serif;" lang="PT-BR" xml:lang="PT-BR">alvitrada por <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Rosane Silveira Magalhães <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">em face de <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Banco do Brasil S/A <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , julgou liminarmente improcedente o pleito autoral. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">De plano, ressalta-se que <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a questão acerca da má administração dos recursos das contas vinculadas do PASEP foi objeto de apreciação pelo Superior Tribunal de Justiça quando afetou ao rito dos recursos repetitivos o tema nº 1.150 <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, restando fixados os seguintes pontos: <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">“ a) O Banco do Brasil possui, ou não, legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">b) A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32; <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear:

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	both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> c) O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP. ”. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">No julgamento do tema repetitivo em destaque, o Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional para reconhecer as teses abaixo destacadas: <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">“ i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.”. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A causa de pedir exposta na petição inicial aduz que houve má gestão e supressão dos valores constantes da conta vinculada da autora sob responsabilidade do Banco do Brasil S/A, sendo devida reparação moral e material dos desfalques havidos. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da lide reside, entretanto, na aferição da responsabilidade do Banco do Brasil quanto à alegação levantada pela parte autora de que houve desfalques em sua conta vinculada ao programa PASEP sem que tenha havido comprovação da destinação desses valores por parte do Banco gestor. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Para tal desiderato, acostou aos autos os extratos e microfilmagens de sua conta, relativo ao período anterior ao levantamento do valor aos <span class="NormalTextRun SpellingErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">IDs 17413367, 17413368, 17413369 , 17413370 e 17413377, tendo o saque do valor residual tendo sido realizado em 25 /07/2007 (ID 17413377) , no valor de R$ 1. 487,07 (mil , quatrocentos e oitenta e sete

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	reais e sete centavos). <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ora, o precedente vinculante já comentado nestes autos já firmou <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> o entendimento de que o termo inicial da prescrição decenal da pretensão do autor verificar acerca da má administração do Banco do Brasil na sua conta vinculada ao PASEP inicia no <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> “dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.” <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Assim, o entendimento mais escorreito e o que é adotado por esta Corte de Justiça é que o termo inicial da contagem do prazo prescricional da pretensão do autor se dá quando do recebimento do extrato ou das microfilmagens da sua conta. No caso dos autos, o recebimento do extrato se deu em 22/07/2024 , tendo a ação sido intentada em 1 <span class="NormalTextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text;">0/07/2024 . <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido: <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, ACRÉSCIMOS ILEGAIS, SAQUES E À DIFERENÇA DE VALORES NA CONTA VINCULADA DO PASEP DA AUTORA/RECORRENTE. SENTENÇA QUE RECONHECEU A ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. QUESTIONAMENTO SOLUCIONADO NO JULGAMENTO DO TEMA REPETITIVO Nº 1.150 QUE UNIFORMIZOU A INTERPRETAÇÃO DA LEGISLAÇÃO INFRACONSTITUCIONAL PARA SEDIMENTAR, DENTRE OUTRAS TESES NÃO DEVOLVIDAS NO APELO, QUE "O BANCO DO BRASIL POSSUI LEGITIMIDADE PASSIVA AD CAUSAM PARA FIGURAR NO POLO PASSIVO DE DEMANDA NA QUAL SE DISCUTE EVENTUAL FALHA NA PRESTAÇÃO DO SERVIÇO QUANTO A CONTA VINCULADA AO PASEP, SAQUES INDEVIDOS E DESFALQUES, ALÉM DA AUSÊNCIA DE APLICAÇÃO DOS RENDIMENTOS ESTABELECIDAS PELO CONSELHO DIRETOR DO REFERIDO PROGRAMA". PRESCRIÇÃO: INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CONHECIMENTO DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. IMPOSSIBILIDADE DE JULGAR O MÉRITO (ART. 1.013, § 3º, I, DO CPC). SENTENÇA ANULADA. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO, INCLUSIVE APRECIAR A RESPEITO DA NECESSIDADE DE REALIZAÇÃO DE PROVA PERICIAL CONTÁBIL. - A petição inicial remete à apreciação do Judiciário litígio que envolve a responsabilidade do Banco do Brasil S/A quanto à má gestão dos valores depositados pela União do programa PIS/PASEP, pugnando pela reparação moral e material. - O Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional no julgamento do tema repetitivo nº 1.150 para reconhecer, dentre outras teses não devolvidas na via apelatória, que "o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa". - Note-se que a ação foi proposta perante a 23ª Vara Federal em Quixadá, que reconheceu a sua incompetência jurisdicional, além de afastar a legitimidade passiva da União, como se verifica das decisões de firmadas às fls. 59/63 e 71. - O caso em julgamento não envolve a aplicação da Súmula nº 77 do STJ, mas o entendimento uniformizado na apreciação do

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	tema repetitivo nº <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 1.150 do mencionado Tribunal Superior. - Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo Tribunal da Cidadania, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". Desta forma, o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, emitido em 29/08/2019, não fulminando o direito de ação exercitado em 26/06/2020. - Ressalto que há impropriedade na sentença, posto que extinguiu a lide sem apreciação do mérito por ilegitimidade passiva do Banco do Brasil S/A e, ao mesmo tempo, julgou improcedentes os pedidos exordiais, padecendo de vício de fundamentação, sendo, portanto, nula neste último tópico. RECURSO CONHECIDO E PROVIDO EM PARTE. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer da apelação e dar-lhe parcial provimento, nos termos do voto do eminente Relator. Fortaleza, data e hora informadas no sistema. EVERARDO LUCENA SEGUNDO Presidente do Órgão Julgador DESEMBARGADOR PAULO AIRTON ALBUQUERQUE FILHO Relator (Apelação Cível-0010602-36.2020.8.06.0154, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 21/08/2024, data da publicação: 21/08/2024)". <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Por conseguinte, entendo que a prescrição do feito não restou configurada, razão pela qual a sentença hostilizada merece reparo. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 16px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 25.575px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Isto posto, em harmonia com a legislação e jurisprudência pátria, <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> d o Recurso Apelatório <span class="NormalTextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text;">para <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR-LHE PROVIMENTO <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a fim de anular a sentença e determinar o retorno do processo à Vara de origem, para o devido processamento e posterior julgamento. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por fim, apesar do desprovimento do apelo, deixo de fixar os honorários recursais previstos no art. 85, § 11, do CPC/2015, vez que não foram fixados pelo juízo de primeiro grau. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	0250051-49.2024.8.06.0001
	transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW121197117 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;">

Processo	0230097-17.2024.8.06.0001
Número de ordem	3
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	BANCO C6 S.A.
Advogado(s) - Polo ativo	CRISTIANE BELINATI GARCIA LOPES - (CE23649-A)

Processo	0230097-17.2024.8.06.0001
Polo passivo	SOLANGE AUGUSTO DA SILVA
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

Processo	0230097-17.2024.8.06.0001
Acordão	<div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-

Processo	0230097-17.2024.8.06.0001
	size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-width: 1px; border-style: solid; border-top-color: initial; border-right-color: initial; border-bottom-color: #000000; border-left-color: initial; border-image: initial; width: 600px;"> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important; color: windowtext !important;" lang="PT-BR" xml:lang="PT-BR"> 0 230097-17.2024

Processo	0230097-17.2024.8.06.0001
	.8.06.00 01 <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">- Apelação Cível <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-width: 1px; border-style: solid; border-top-color: #000000; border-right-color: initial; border-bottom-color: initial; border-left-color: initial; border-image: initial; width: 600px;"> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Banco C6 S/A e Solange Augusto da Silva <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

Processo	0230097-17.2024.8.06.0001
	user-select: text;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">EMENTA: APELAÇÃO CIVEL. AÇÃO DE BUSCA E APREENSÃO. EXTINÇÃO DO FEITO SEM RESOLUÇÃO DO MÉRITO ANTE A AUSÊNCIA DE RECOLHIMENTO DAS CUSTAS PROCESSUAIS. PRINCÍPIO DA VEDAÇÃO À DECISÃO SURPRESA. INCIDÊNCIA DOS PRINCÍPIOS DA COOPERAÇÃO E INSTRUMENTALIDADE DAS FORMAS. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 1. Cinge-se a controvérsia recursal em analisar se acertada ou não a decisão apelada que, nos autos de Ação de Busca e Apreensão intentado pelo recorrente, determinou a extinção do feito, nos termos do artigo 485, inciso IV, ambos do Código de Processo Civil. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 2. Da análise dos autos, observa-se que o Magistrado de 1º grau, após receber a presente demanda, determinou a intimação do promovente para efetuar o recolhimento das custas processuais, no prazo de 1 5 (quinze <span class="NormalTextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0230097-17.2024.8.06.0001
	padding: 0px; user-select: text;">) dias (ID 17996498). <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <span class="TextRun SCXW233032860 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 3. Ato contínuo, o autor foi surpreendido com a extinção do feito sem resolução do mérito, proferida em 19 de janeiro de 2025, nos do artigo 485, inciso IV, ambos do Código de Processo Civil. <span class="EOP SCXW233032860 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. Compulsando detidamente os fólios, é forçoso reconhecer a irregularidade da sentença ora combatida, porquanto resta claro que o promovente não foi devidamente intimado para cumprir a determinação judicial constante no despacho de ID 17996498, visto que os expedientes de intimação do patrono constituídos sequer foram realizados. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Recurso conhecido e provido. Sentença anulada. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial,

Processo	0230097-17.2024.8.06.0001
	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement

Processo	0230097-17.2024.8.06.0001
	Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, pelo <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECIMENTO <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PROVIMENTO <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao Recurso Apelatório interposto, nos termos do voto do Relator. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

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	transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian:

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	normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> C6 BANCO S/A <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , contra sentença proferida pelo Juízo da 1 ª Vara Cível da Comarca de Fortaleza /CE, que, nos autos de <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt;

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	line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Ação Busca de Apreensão <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pelo apelante em face de <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">SOLANGE AUGUSTO DA SILVA <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , extinguiu o feito sem resolução do mérito, nos seguintes termos (ID 17996499): <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> “ Ante o exposto, com fundamento no <span class="TextRun Underlined SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> art. 485, IV <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-

Processo	0230097-17.2024.8.06.0001
	select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> do CPC, <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DECLARO O PROCESSO EXTINTO SEM RESOLUÇÃO DE MÉRITO <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> . Condeno o autor nas custas processuais, já adiantadas. Deixo de condenar o autor nos honorários de sucumbência, eis que, pela regra da causalidade, foi o devedor fiduciante que deu causa à instauração da demanda . (...)". <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inconformado, <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">o autor interpôs recurso apelatório <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , alegando, em suma, que a sentença objurgada merece ser reformada,

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	visto que a instituição financeira procedeu com pagamento das custas processuais. Assevera, ainda, que o decisório hostilizado foi proferido em dissonância com os princípios da economia, da celeridade processual e da primazia do julgamento do mérito, além de apontar que entendimento adotado pelo magistrado de origem seria excessivamente rigoroso e formal. Ao final, pugna pelo conhecimento e provimento do presente recurso (ID 17996504). <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, ante a ausência de <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">triangularização <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da relação processual. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após, os autos ascenderam para julgamento nesta Corte. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - DOS PRESSUPOSTOS DE

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	ADMISSIBILIDADE <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;

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	overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II - DO MÉRITO <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 1 ª Vara da Comarca de Fortaleza /CE, que nos autos da Ação de Busca e Apreensão, julgou extinto o feito sem resolução de mérito, com fundamento no art. 485, inciso IV , do C ódigo de Processo Civil , em face da ausência do recolhimento das custas processuais. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-

Processo	0230097-17.2024.8.06.0001
	variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> De plano, cumpre salientar que a parte que alvitra um processo judicial, quando não beneficiária da justiça gratuita, tem o dever de adiantar as custas e despesas processuais, consoante disposto no artigo 82 do Código de Processo Civil, <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> in <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">verbis : <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Art. 82. Salvo as disposições concernentes à gratuidade da justiça, incumbe às partes prover as despesas dos atos que realizarem ou requererem no processo, antecipando-lhes o pagamento, desde o início até a sentença final ou, na execução, até a plena satisfação do direito reconhecido no título. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 1º. Incumbe ao autor adiantar as despesas relativas a ato cuja realização o juiz determinar de ofício ou a requerimento do Ministério Público, quando sua intervenção ocorrer como fiscal da ordem jurídica. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 2º. A sentença condenará o vencido a pagar ao vencedor as despesas que antecipou.” <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement

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	Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Da análise dos autos, observa-se que o Magistrado de 1º grau, após receber a presente demanda e deferir a medida liminar requestada na exordial (ID 17996468) , determinou a intimação do promovente para efetuar o recolhimento das custas processuais referentes às diligências do Oficial de Justiça , no prazo de 1 5 (quinze) dias (ID 17996498). <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Ato contínuo, o autor foi surpreendido com a extinção do feito sem resolução do mérito, proferida em 19 de janeiro de 2025 , nos do artigo 485, inciso IV, ambos do Código de Processo Civil. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Compulsando detidamente o s fólios , é forçoso reconhecer a irregularidade da sentença ora combatida, porquanto resta claro que o promovente não foi devidamente intimado para cumprir a determinação judicial constante no despacho de ID 17996498 , visto que os expedientes de intimação do patrono constituído sequer foram realizados. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Com efeito, imperioso reconhecer a configuração de decisão surpresa, da ofensa ao princípio da primazia do julgamento do mérito, da cooperação e da instrumentalidade da forma, dispostos no artigo 6º, 9º, 10º e 188, todos da legislação processual vigente abaixo transcritos: <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

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	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> “ Art. 6º Todos os sujeitos do processo devem cooperar entre si para que se obtenha, em tempo razoável, decisão de mérito justa e efetiva. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(...) <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Art. 9º Não se proferirá decisão contra uma das partes sem que ela seja previamente ouvida. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(...) <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Art. 10. O juiz não pode decidir, em grau algum de jurisdição, com base em fundamento a respeito do qual não se tenha dado às partes oportunidade de se manifestar, ainda que se trate de matéria sobre a qual deva decidir de ofício. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(...) <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Art. 188. Os atos e os termos processuais independem de forma determinada, salvo quando a lei expressamente a exigir, considerando-se válidos os que, realizados de outro modo, lhe preencham a

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	finalidade essencial <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">. ” <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, dispõe a jurisprudência pátria: <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> “ RECURSO DE APELAÇÃO. AÇÃO DE EXECUÇÃO. EXTINÇÃO DOPROCESSO SEM RESOLUÇÃO DE MÉRITO POR ABANDONO DA CAUSA. ART. 485, III, DO CPC. CONSTITUIÇÃO DE NOVOCAUSÍDICO E PEDIDO DE DILAÇÃO DE PRAZO. NÃOAPRECIAÇÃO. EXTINÇÃO DO FEITO POR ABANDONO

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	DACAUSA. IMPOSSIBILIDADE. ERROR IN PROCEDENDO. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. 1- Cuida-se de Apelação Cível adversando sentença que julgou a ação extinta sem resolução de mérito, por abandono de causa da parte exequente, nos termos do art. 485, inciso III do CPC. 2 ¿ Verifica-se, in <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , que o autor, intimado para impulsionar o feito, peticionou nos autos apresentando substabelecimento e pugnando pela renovação do prazo para manifestação, em razão da constituição do novo causídico, entretanto, sem apreciar o pedido, o julgador extinguiu o processo por abandono de causa. 3- Dessa forma, resta nítido o prejuízo resultante da omissão na apreciação do pedido, importando salientar que a referida manifestação já demonstra que a parte exequente tinha sim interesse em impulsionar feito, incorrendo o julgador em <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">error in procedendo, motivo pelo qual a sentença deve ser anulada. 3- Recurso conhecido e provido. Sentença desconstituída. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 4ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em CONHECER E DAR PROVIMENTO ao Apelo, anulando a sentença recorrida, nos termos do voto do Des. Relator. Fortaleza <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">, . MARIA DO LIVRAMENTO ALVES MAGALHAES Presidente do Órgão Julgador DESEMBARGADOR JOSÉ EVANDRO NOGUEIRA LIMAFILHO Relator (TJ-CE - Apelação Cível: 0667179-57.2000.8.06.0001 Fortaleza, Data de Julgamento: 12/09/2023, 4ª Câmara Direito Privado, Data de Publicação: 12/09/2023) <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> PROCESSO SEM RESOLUÇÃO DO MÉRITO. PEDIDO DE DILAÇÃO DE PRAZO NÃO APRECIADO.

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	PRAZO DILATÓRIO. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. 1. Cinge-se a controvérsia recursal em verificar o acerto da sentença que julgou extinto o processo, sem resolução do mérito, com fulcro nos art. 924, I, art. 321 e art. 485, I, todos do CPC. 2. Na hipótese dos autos, verifica-se que após a decisão de fl.151 que deferiu a conversão da ação de busca e apreensão em execução, o Juízo de origem determinou a intimação da parte exequente para emendar a inicial para, no prazo de 15 (quinze) dias, juntar aos autos o demonstrativo atualizado do débito e o atual endereço da parte executada, sob pena de indeferimento da petição inicial. 3. <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Em seguida , o banco exequente requereu a dilação do prazo, <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">às fl. 158, para cumprir a determinação judicial. Contudo, foi prolatada a sentença extintiva sem que o referido pedido tivesse sido analisado. 4. É cediço que o Código de Processo Civil trouxe, em seus dispositivos legais, a inclusão do Princípio da Primazia do Mérito, onde estabelece que as partes têm o direito de obter uma resposta do judiciário em tempo razoável, bem como a solução integral do mérito. 5. O Superior Tribunal de Justiça, ainda na vigência do Código de Processo Civil de 1973, já havia se manifestado, em sede de recurso representativo da controvérsia (Tema 321/STJ), no sentido de que o prazo para emenda da inicial seria dilatório, podendo o juiz, com base no caso concreto, ampliá-lo ou reduzi-lo. 6. A extinção prematura e sem resolução do mérito, configura excesso de formalismo e negligência aos princípios processuais da primazia da decisão de mérito (art. 4º do CPC/15), da razoabilidade e proporcionalidade (art. 8º do CPC/15) e da cooperação entre as partes processuais (art. 6º do CPC/15), de modo que torna-se cabível a cassação da sentença para o regular processamento do feito. Precedentes do TJCE. 9. Recurso conhecido e provido. Sentença anulada. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos de apelação cível nº 0009135-84.2006.8.06.0001, em que figuram as partes acima indicadas, acordam os Desembargadores integrantes da 2ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por votação unânime, em conhecer do recurso interposto, para dar-lhe provimento, em conformidade com o voto do eminente relator. Fortaleza, 01 de fevereiro de 2023. CARLOS ALBERTO MENDES FORTE Presidente do Órgão Julgador DESEMBARGADORCARLOS ALBERTO MENDES FORTE Relator (TJ-CE - AC: 00091358420068060001 Fortaleza, Relator: CARLOS ALBERTOMENDES FORTE, Data de Julgamento: 01/02/2023, 2ª Câmara Direito Privado, Data de Publicação: 03/02/2023) <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> PROCESSUAL CIVIL. APELAÇÃO EM AÇÃO DE EXECUÇÃO DE TÍTULO EXTRAJUDICIAL. PEDIDO DE DILAÇÃO DE PRAZO PARA COMPROVAÇÃO DO PAGAMENTO DE CUSTAS DE DILIGÊNCIA NÃO APRECIADO PELO JUÍZO. ERRO IN PROCEDENDO. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS À ORIGEM PARA REGULAR PROCESSAMENTO DO FEITO. 1. Instado a efetuar o pagamento de custas de diligência (oficial de justiça), o exequente requereu tempestivamente a dilação do prazo, fato este ignorado pelo juízo a quo, que sentenciou o feito nos termos do art. 485, IV, do CPC/15. 2. In <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , resta patente a configuração de decisão surpresa e ofensa ao princípio da primazia de julgamento do mérito, sendo mister a cassação da sentença para regular processamento do feito. 3. Recurso conhecido e provido. Sentença anulada. Retorno à origem. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso, nos termos do voto da Relatora. Fortaleza, data e hora da assinatura digital. JANE RUTH MAIA DE QUEIROGA Desembargadora Presidente e Relatora <span class="LineBreakBlob BlobObject DragDrop SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0237957-40.2022.8.06.0001, Rel. Desembargador(a) JANE RUTH MAIA DE QUEIROGA, 3ª Câmara Direito Privado, data do julgamento: 28/02/2024, data da publicação: 28/02/2024) <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none

Processo	0230097-17.2024.8.06.0001
	!important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. DISTRIBUIÇÃO CANCELADA POR AUSÊNCIA DE RECOLHIMENTO DAS CUSTAS INICIAIS. ART. 290 DO CPC. CUSTAS DEVIDAMENTE RECOLHIDAS. ERROR IN PROCEDENDO. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. 01. Trata-se de Recurso de Apelação Cível interposta por Aymoré Crédito Financiamento e Investimento S.A. contra a sentença (fls. 59/60) prolatada pelo Juízo da 1ª Vara Cível da Comarca de Caucaia/CE, que, nos autos da Ação Busca e Apreensão em Alienação Fiduciária, extinguiu o feito sem resolução do mérito. 02. Cinge-se a controvérsia em verificar a ausência de recolhimento das custas iniciais, de forma a implicar no cancelamento do feito nos termos do art. 290 do CPC e, por conseguinte, sua extinção sem resolução do mérito. 03. o recolhimento das custas processuais iniciais é uma obrigação legal fundamental para o ajuizamento de qualquer ação judicial, e a ausência desse encargo pode acarretar o cancelamento da distribuição, com a consequente extinção do processo e a perda da oportunidade para o autor de ter seu direito apreciado pelo juízo. 04. In <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , extrai-se dos autos que o autor, ora recorrente, efetuou o devido pagamento das custas no dia 02 de maio de 2024 e 03 de maio de 2024, conforme consta da documentação anexada às fls. 77/82. 05. Empós o magistrado singular proferiu sentença à fl. 59/60, cancelando a distribuição do feito, porém, houve equívoco do juízo, haja vista que o promovente efetuara adequadamente o pagamento das referidas custas. 06. Portanto, diante de documentação que atesta que o pagamento das custas processuais foi devidamente realizado, não há que se falar em cancelamento da distribuição dos autos com a extinção do feito sem resolução de mérito. 07. Recurso conhecido e provido. Sentença Anulada. ACÓRDÃO: Acordam os integrantes da <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Eg . 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer e dar provimento ao recurso de apelação cível, de acordo com o voto do Relator. Fortaleza (CE), data e hora da assinatura digital. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span class="LineBreakBlob BlobObject DragDrop SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0201818-26.2024.8.06.0064, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 10/07/2024, data da publicação: 10/07/2024) <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial,

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	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃOCANCELAMENTO DISTRIBUIÇÃO. AUSÊNCIA DE RECOLHIMENTO DE CUSTAS INICIAIS. COMPROVAÇÃO DE RECOLHIMENTO PRÉVIO À EXTINÇÃO DO PROCESSO. FINALIDADE DO ATO ATINGIDA. SENTENÇA ANULADA. RECURSO PROVIDO. 1. A questão devolvida a este Tribunal é exclusivamente jurídica. 2. Cumpre destacar que a parte recorrente foi intimada para instruir o feito com comprovantes e/ou elementos comprobatórios que justificassem a concessão do pedido de gratuidade da justiça requestado ou para recolher as custas processuais, no prazo de quinze dias, sob pena de cancelamento da distribuição da ação. (fls. 67). Contudo, nada foi apresentado (fl. 76/77). 3. Ocorre que, muito embora a parte recorrente tenha dado causa a extinção prematura em razão da inércia em informar ao juízo o recolhimento das custas iniciais, a recorrente efetuou o pagamento das custas antes da prolação da sentença terminativa, conforme consta da documentação anexada às fls. 90/95. 4. Assim, como o recolhimento das despesas de ingresso ocorreu antes da prolação da sentença, de rigor a anulação do r. decisum, prestigiando-se os princípios da instrumentalidade das formas, do aproveitamento dos atos processuais, da cooperação, eficiência economia processual e da primazia do julgamento de mérito, insculpidos nos <span class="NormalTextRun SpellingErrorV2Themed SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 6º e 188 do CPC 4. Recurso provido. (TJCE - Apelação Cível: 0254514-68.2023.8.06.0001, Relator: CARLOS ALBERTO MENDES FORTE, Data de Julgamento: 29/11/2023, 2ª Câmara Direito Privado, Data de Publicação: 29/11/2023)". <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Destarte, forçoso é reconhecer a irregularidade da decisão ora combatida, com a sua devida anulação, prestigiando-se os princípios supramencionados. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Diante o exposto, <span class="TextRun

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	SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> do Recurso de Apelação, para , no mérito, <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DAR -LHE <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">provimento, a fim de anular a sentença hostilizada e determinar o retorno dos autos ao juízo de origem para o regular prosseguimento do feito. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"><span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-

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	family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <div class="OutlineElement Ltr SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW233032860 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;">

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Número de ordem	4
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Tratamento médico-hospitalar
Polo ativo	G. G. D. M. S. C. T. UNIMED DO CARIRI - COOPERATIVA DE TRABALHO MEDICO LTDA
Advogado(s) - Polo ativo	DANIEL MAIA - (CE19409-A) DANIEL MAIA - (CE19409-A)
Polo passivo	UNIMED DO CARIRI - COOPERATIVA DE TRABALHO MEDICO LTDA G. G. D. M. S. C. T.

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Advogado(s) - Polo passivo	SHALON MICHAELLI ANGELO TAVARES - (CE24016-A) MARILIA BARBOSA DE OLIVEIRA - (CE34374-A) SHALON MICHAELLI ANGELO TAVARES - (CE24016-A) MARILIA BARBOSA DE OLIVEIRA - (CE34374-A)
Terceiros	MINISTERIO PUBLICO DO ESTADO DO CEARA
Voto proferido pelo relator	Não informado

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Número de ordem	5
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Defeito, nulidade ou anulação
Polo ativo	MARCIO SILVA ARAUJO
Advogado(s) - Polo ativo	LEANDRO DE ARAUJO SAMPAIO - (CE32509-A)
Polo passivo	MVC ROTA DAS EMOCOES EMPREENDIMENTOS TURISTICOS S/A
Advogado(s) - Polo passivo	RENATA CARVALHO FREIRE - (CE27057-A) NAYARA DE OLIVEIRA SILVA - (CE39505-A)
Terceiros	Não informado

Processo	0294774-27.2022.8.06.0001
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0294774-27.2022.8.06.0001 TIPO DO PROCESSO: APELAÇÃO CÍVEL EM AÇÃO DE NULIDADE DE NEGÓCIO JURÍDICO CONTRATURAL C/C DANOS MATERIAIS, DANOS MORAIS E PEDIDO DE TUTELA ANTECIPADA ORIGEM: 11ª VARA CÍVEL DA COMARCA DE FORTALEZA APELANTE: MARCIO SILVA ARAUJO APELADA: MVC ROTA DAS EMOÇÕES EMPREENDIMENTOS TURISTICOS LTDA. ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESEMBARGADORA CLEIDE ALVES DE AGUIAR EMENTA: DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. PROGRAMA DE HOSPEDAGEM DE TEMPO COMPARTILHADO (TIME-SHARING). SENTENÇA DE PARCIAL PROCEDÊNCIA. PRETENSÃO DE REFORMA QUANTO AO INDEFERIMENTO DO PLEITO INDENIZATÓRIO. AUSÊNCIA DE PROVA DE PROPAGANDA ENGANOSA. DANO MORAL NÃO VERIFICADO. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. I – CASO EM EXAME 1. Apelação cível interposta por consumidor que firmou contrato de cessão de direito de uso em sistema de

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	tempo compartilhado (time-sharing). Alega ter sido induzido em erro por propaganda enganosa, acreditando tratar-se de contrato de investimento com retorno financeiro. Busca a reforma parcial da sentença para que seja reconhecido o direito à indenização por danos morais. II – QUESTÃO EM DISCUSSÃO 2. Cinge-se a controvérsia à análise da higidez da sentença que julgou parcialmente procedentes os pedidos iniciais, rescindindo o contrato firmado entre as partes e determinando a restituição de 90% (noventa por cento) de todas as quantias pagas pelo autor, mas indeferiu o pedido de indenização por danos morais. III – RAZÕES DE DECIDIR 3. O contrato assinado pelas partes especifica de forma clara a natureza do serviço contratado como programa de férias, com regras de uso previamente informadas. 4. Não houve prova da prática de propaganda enganosa ou de qualquer outro ato ilícito por parte da fornecedora. Inexistência de abalo moral indenizável. 5. Nos termos do art. 373, I, do CPC, cabia ao autor comprovar os fatos que alegou, o que não foi feito. Nesse caso, afastada a alegação de prática ilícita de propaganda enganosa, não há que se falar em dano moral indenizável. Por essa razão, impõe-se a manutenção da sentença recorrida. IV – DISPOSITIVO 6 . Recurso conhecido e desprovido. Sentença mantida. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer do recurso e negar-lhe provimento, nos termos do voto da Relatora. Fortaleza, data da assinatura digital no sistema eletrônico. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Recurso de Apelação interposto por MARCIO SILVA ARAUJO, objurgando sentença (ID 19617359), proferida pelo MM. Juiz da 11ª Vara Cível da Comarca de Fortaleza nos autos da Ação em epígrafe movida em face

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	de MVC ROTA DAS EMOÇÕES EMPREENDIMENTOS TURISTICOS LTDA., que julgou parcialmente procedentes os pedidos formulados na exordial, nos seguintes termos: Posto isso, JULGO PARCIALMENTE PROCEDENTES os pedidos iniciais para declarar rescindido o contrato firmado entre as partes, e extintas as obrigações dele decorrentes, com a condenação da ré à restituição de 90% (noventa por cento) de todas as quantias pagas pelo autor em decorrência do negócio rescindido, com correção monetária pelo IPCA apurado pelo IBGE, a partir do desembolso, e juros de mora segundo a Taxa SELIC, descontada a variação do IPCA no período e desconsiderando-se eventuais juros negativos, a partir da citação. Julgo improcedente o pedido de indenização por danos morais. Declaro extinto o processo, com resolução do seu mérito, o que faço com arrimo no artigo 487, I, do NCPC. Em face da sucumbência recíproca, as custas processuais deverão ser rateadas meio a meio entre as partes (CPC, art. 86). Fixo os honorários advocatícios à razão de 10% (dez por cento) para cada um dos litigantes, incididos sobre o respectivo proveito econômico obtido pela parte adversa, ou seja, no montante que restou vencido cada uma das partes. Destarte que, em razão da gratuidade da justiça concedida nos autos (art. 98, §3º do CPC), deverá ser suspensa, contudo, a exigibilidade de pagamento do ônus de sucumbência pela parte autora. Em razões recursais, o apelante alega que merece provimento seu pedido de indenização por danos morais, pois aduz que a empresa omitiu informações essenciais, visto que promoveu o empreendimento como investimento rentável quando, na realidade, tratava-se de mero contrato de time-sharing com severas restrições de uso. Afirma que o efetivamente ofertado constituiu propaganda enganosa por omissão, capaz de induzir o consumidor a erro sobre a natureza e características principais do serviço. Por fim, requer a modificação da sentença, para condenar a ré ao pagamento de indenização por danos morais no montante de R$ 10.000,00 (dez mil reais). Contrarrazões não colacionadas. É o relatório. Passo a decidir. VOTO Satisfeitos os pressupostos intrínsecos ou subjetivos e extrínsecos ou objetivos de admissibilidade recursal, conheço do presente recurso. Cinge-se a controvérsia à análise da higidez da sentença que julgou parcialmente procedentes os pedidos iniciais, rescindindo o contrato firmado entre as partes e determinando a restituição de 90% (noventa por cento) de todas as quantias pagas pelo autor, mas indeferiu o pedido de indenização por danos morais. In casu, a parte autora/apelante ajuizou a presente ação, a qual alegou em síntese, que foi abordado no Mercado dos Peixes com uma proposta de investimento e assinou contrato para adquirir duas cotas (ouro e prata) ao custo inicial de R$ 2.150,00 cada. Informou que posteriormente rescindiu o contrato prata, transferindo seu valor para a cota ouro, que passou a totalizar R$ 4.850,00. Além disso, narrou que pagou oito

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	parcelas de R$ 450,00, somando R$ 8.450,00 pagos até o momento. O autor afirmou ter sido induzido ao erro, acreditando tratar-se de contrato de investimento, mas que em verdade foi firmado contrato de férias, com cláusulas abusivas, ausência de retorno financeiro e propaganda enganosa. Alegou ainda que foi impedido de usufruir do empreendimento, apesar de ter direito ao uso. Diante disso, pleiteou a declaração de nulidade do contrato firmado, com a devolução de todos os valores pagos; a condenação da empresa demandada ao pagamento de indenização por danos morais; subsidiariamente, requereu que o autor seja obrigado a pagar apenas os valores dos equipamentos, e que fosse realizada uma perícia para avaliação dos valores. O Magistrado a quo não reconheceu a demonstração de qualquer conduta ilícita pela parte requerida, considerando que todas as regras do negócio firmado constam em instrumento assinado pelo autor, dando-lhe plena ciência. Além disso, compreendeu que não ficou evidenciada a vinculação de propaganda enganosa apta a macular a vontade do contratante, tampouco o descumprimento de cláusulas do contrato. Nesse contexto, a decisão limitou-se a rescindir o contrato celebrado entre as partes, determinando a devolução dos valores pagos, com retenção de 10% (dez por cento) do valor pago, e indeferiu o pedido de indenização por danos morais, o que motivou a interposição do presente recurso. Pois bem. No caso, é evidente que a presente demanda trata de contrato de compra e venda de unidade imobiliária sob o regime de multipropriedade, também conhecido como “ time sharing”. Nesse modelo contratual, o comprador adquire fração ideal de um imóvel, com direito de uso em tempo compartilhado, sem destinação residencial ou comercial, por se tratar de empreendimento hoteleiro, conforme se verifica no contrato juntado (ID 19617328). O autor pleiteia a rescisão do negócio jurídico, a restituição dos valores pagos e indenização por danos morais, com fundamento na cessão de direito de uso em sistema de tempo compartilhado em meio de hospedagem, no hotel Sun City Rota das Emoções, localizado na praia de Camocim/CE. Desde logo, é possível identificar que a relação jurídica estabelecida entre as partes é de natureza consumerista. A ré atua como fornecedora, por exercer atividade de comercialização de imóveis no mercado de consumo, enquanto o autor se enquadra como consumidor, ao adquirir o bem na condição de destinatário final, nos termos dos artigos 2º e 3º do Código de Defesa do Consumidor. O apelante sustenta, em suas razões recursais, ter direito a indenização por danos morais, alegando que a rescisão contratual decorreu de culpa da promovida, em razão de propaganda enganosa. Argumenta que foi prometido que o empreendimento seria um investimento rentável quando, na realidade, tratava-se de mero contrato de time-sharing, ou seja, de programa de férias com severas restrições de uso. É cediço que, inobstante se trate de relação de consumo, o autor não estava desobrigado de constituir a prova de suas alegações. Nesse sentido, tem-se que o autor não logrou êxito em comprovar os fatos constitutivos do seu direito (art. 373, I, do CPC), na medida em que não comprovou que a promovida realizou propaganda enganosa. Observa-se que o próprio contrato assinado pelo demandante é expresso, em “Direito de uso”, quando dispõe “Significa o direito de ocupação e uso privativos de uma Unidade Habitacional no Hotel-Base, por prazo determinado e em consonância com os termos deste Contrato. Tal direito é previsto para ser exercido durante 07 (sete) dias corridos, podendo ser fracionado em duas Frações de Utilização, nos termos previstos neste Contrato” (ID 19617328). Ainda, consta na Cláusula 1.2 “O CESSIONÁRIO declara que tem conhecimento e concorda: (a) com a sistemática de funcionamento e regras de Programa de Férias e do Sistema de Intercâmbio, declarando ter lido o presente instrumento e seus anexos previamente à sua celebração, estando de acordo com seus termos e condições,

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	em especial a Tabela de Pontos, os Procedimentos para Uso dos Pontos e a Solicitação de Reservas” (ID 19617329). Portanto, não restam dúvidas quanto à natureza do contrato, que se tratava de uma cessão de direito de uso, caracterizando-se, portanto, como um contrato/programa de férias. Ademais, a obrigação de indenizar no âmbito do direito civil encontra amparo nos artigos 186 e 927 do Código Civil Brasileiro. O artigo 186 dispõe que comete ato ilícito aquele que, por ação ou omissão voluntária, negligência ou imperícia, violar direito e causar dano a outrem, tornando-se, assim, responsável pela reparação do prejuízo. Por sua vez, o artigo 927 estabelece que aquele que causar dano a outrem, por meio de ato ilícito, tem o dever de repará-lo, consagrando o princípio da responsabilidade civil. Na hipótese em apreço, portanto, entendo que a reparação por dano moral é incabível, pois não restou comprovada a prática de propaganda enganosa, desincumbindo-se o autor do seu ônus processual (CPC, art. 373, I), pois não apresentou elementos probatórios suficientes à demonstração do suposto abalo psíquico, dor, sofrimento ou outra lesão capaz de atingir a sua dignidade. Razão pela qual não vislumbro a ocorrência de dano moral que justifique a indenização. Nesse sentido, em casos análogos a este, é o entendimento desta Eg. Corte: APELAÇÕES CÍVEIS. RESCISÃO DE CONTRATO. COMPROMISSO DE COMPRA E VENDA. MULTIPROPRIEDADE OU ¿TIME SHARING¿. JULGAMENTO DE PARCIAL PROCEDÊNCIA. PRETENSÃO DE REFORMA. RELAÇÃO DE CONSUMO. INCIDÊNCIA DAS NORMAS DO CÓDIGO DE DEFESA DO CONSUMIDOR. DIREITO DE ARREPENDIMENTO. IMPOSSIBILIDADE NO CASO CONCRETO. PEDIDO DE CANCELAMENTO APÓS O PRAZO LEGAL DE 7 (SETE) DIAS. ART. 49 DO CDC. ALEGAÇÃO DE PROPAGANDA ENGANOSA. NÃO COMPROVADA. DANO MORAL. NÃO VERIFICADO. MERO ABORRECIMENTO. RESTITUIÇÃO DAS PARCELAS PAGAS MEDIANTE RETENÇÃO DE 25%. COMISSÃO DE CORRETAGEM. RETENÇÃO INDEVIDA. HONORÁRIOS ADVOCATÍCIOS. BASE DE CÁLCULO. VALOR DA CONDENAÇÃO. REFORMA DE OFÍCIO NO PONTO. RECURSOS CONHECIDOS E DESPROVIDOS. 1. Os recursos de Apelação visam à reforma da sentença que julgou parcialmente procedente o pedido autoral, declarando a rescisão do contrato de promessa de compra e venda firmado entre as partes e determinando a restituição dos valores pagos, com a retenção de 25% (vinte e cinco por cento) em favor das rés, indeferindo o pleito indenizatório. 2. Relação de Consumo. A demanda discute contrato de compra e venda de unidade imobiliária no regime de multipropriedade ou ¿time sharing¿, em que o promitente comprador adquire fração imobiliária de imóvel com direito de uso em tempo compartilhado. De logo se depreende que a relação jurídica entre as partes é tipicamente de consumo, na medida em que as promovidas se inserem na condição de fornecedoras, pois comercializam imóveis no mercado de consumo, ao passo que os autores se qualificam como consumidores, pois adquirem o bem quais destinatários finais, a teor dos artigos 2º e 3º do Código de Defesa do Consumidor. 3. Direito de Arrependimento. Tem-se admitido a aplicação do direito ao arrependimento em casos deste jaez, desde que exercido no prazo de 7 (sete) dias estipulado no dispositivo legal. No caso concreto, a contratação foi firmada no dia 17/01/2021 (fls. 145-151), entretanto, os autores realizaram pedido formal de cancelamento do contrato apenas no dia 27/01/2021, quanto já ultrapassado o prazo legal, o que impede o exercício do direito de arrependimento com arrimo no art. 49 do CDC no caso concreto. 4. Propaganda Enganosa. Alegam os apelantes que as promovidas fizeram propaganda enganosa, consistente na promessa de que o empreendimento se localizava na Praia de Fleixeiras, quando, na verdade, se localiza a 20 (vinte) quilômetros dali, na região da Pedra Chata. Entretanto, o contrato assinado pelos demandantes é expresso, em sua Cláusula B ¿Do Imóvel¿, quando dispõe que o mesmo ¿integra o Loteamento denominado Lago Doce, região da Pedra Chata, Cana Brava, Município de Trairi, estado do Ceará¿ (fl. 145). Nesse questão, tem-se que os autores não lograram êxito em comprovar os fatos constitutivos do seu direito (art. 373, I, do CPC), na medida em que não comprovaram a suposta propaganda enganosa. 5. Dano Moral. Afastada a alegação de prática ilícita de propaganda enganosa, não há que se falar em dano moral indenizável. Ademais, quanto à alegação de que foram mal recepcionados no dia agendado para visitação, a circunstância não ultrapassa o mero aborrecimento, não sendo capaz de causar abalo moral aos promoventes. 6. Restituição de Valores. A Súmula 543 do STJ dispõe: ¿Na hipótese de resolução de contrato de promessa de compra e venda de imóvel submetido ao Código de Defesa do Consumidor, deve ocorrer a imediata restituição das parcelas pagas pelo promitente comprador ¿ integralmente, em caso de culpa exclusiva do

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	promitente vendedor/construtor, ou parcialmente, caso tenha sido o comprador quem deu causa ao desfazimento.¿ Sobre o tema, a Segunda Seção do Colendo STJ, por ocasião do julgamento do REsp 1.723.519/SP, consolidou o entendimento de que, na rescisão de contrato de compra e venda de imóvel, por desistência do comprador, anterior à Lei 13.786/2018, deve prevalecer o percentual de 25% (vinte e cinco por cento) de retenção, tal como definido no julgamento dos EAg 1.138.183/PE, por ser montante adequado e suficiente para indenizar o construtor das despesas gerais e do rompimento unilateral do contrato. Desta forma, não merece reforma a sentença, pois decidiu em consonância com o entendimento da Corte Superior. 7. Comissão de Corretagem. Existe tese firmada pelo Superior Tribunal de Justiça em sede do julgamento de Recurso Repetitivo (REsp 1599511/SP, Rel. Ministro PAULO DE TARSO SANSEVERINO, SEGUNDA SEÇÃO, julgado em 24/08/2016, DJe 06/09/2016, Tema Repetitivo nº 938), que dispõe que é válida ¿cláusula contratual que transfere ao promitente-comprador a obrigação de pagar a comissão de corretagem nos contratos de promessa de compra e venda de unidade autônoma em regime de incorporação imobiliária, desde que previamente informado o preço total da aquisição da unidade autônoma, com o destaque do valor da comissão de corretagem¿. Segundo a colenda Corte Superior, ¿o que realmente importa para a aplicação da tese firmada no Tema 938 é verificar se a comissão de corretagem não foi escamoteada na fase pré-contratual, como se estivesse embutida no preço, para depois ser cobrada como um valor adicional, gerando aumento indevido do preço total¿. No caso concreto, a única disposição contratual que menciona a comissão de corretagem é a Cláusula ¿E¿, que reza: ¿Também integra o preço o valor de R$2.000,00 referente à comissão de corretagem, devida ao(s) comercializador(es).¿ Entretanto, não há qualquer evidência nos autos de realização de pagamento a esse título. Portanto, não procede a pretensão recursal neste tocante. 8. Correção de Ofício. Corrige-se de ofício a sentença, em parte, apenas para determinar que o percentual da condenação da parte autora em honorários advocatícios deverá incidir sobre o valor da condenação, nos termos do art. 85, § 2º, do CPC, e não sobre o valor da causa. Com amparo no art. 85, § 11, do CPC, restam majorados os honorários fixados na origem para 12% (doze por cento) sobre o valor da condenação, em desfavor dos autores. 9. Recursos conhecidos e desprovidos. Sentença parcialmente reformada de ofício. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, unanimemente, em conhecer e negar provimento aos recursos interpostos, reformando em parte a sentença, de ofício, nos termos do voto da relatora. (Apelação Cível -0240099-51.2021.8.06.0001, Rel. Desembargador(a) MARIA DE FÁTIMA DE MELO LOUREIRO, 2ª Câmara Direito Privado, data do julgamento: 17/04/2024, data da publicação: 17/04/2024) APELAÇÃO CÍVEL. RESCISÃO CONTRATUAL C/C REPARAÇÃO POR DANOS MATERIAIS E MORAIS. PROGRAMA DE HOSPEDAGEM DE TEMPO COMPARTILHADO (TIME-SHARING). TENTATIVA DE AGENDAMENTO SEM ÊXITO. FRUSTRAÇÃO DA EXPECTATIVA DOS CONSUMIDORES. SERVIÇO NÃO UTILIZADO. DANO MORAL NÃO VERIFICADO. MERO ABORRECIMENTO. RECURSO CONHECIDO E IMPROVIDO. SENTENÇA MANTIDA. 1. Insurgem-se os promoventes contra a sentença proferida nos autos da Ação de Rescisão Contratual c/c reparação por Danos Materiais e Morais, que julgou parcialmente procedente o pedido inicial, declarando a rescisão do contrato e determinando a restituição dos valores pagos, devolvendo a matéria relativa a caracterização dos danos morais. 2. A espécie contratual do objeto dos presentes autos se enquadra no sistema de contrato de tempo compartilhado (time sharing), em que o consumidor paga a fruição de suas férias de modo antecipado a fim de que possa usufrui-las em momento futuro, em rede hoteleira credenciada. A relação existente entre as partes se submete ao Código de Defesa do Consumidor (Lei nº 8.078/90), porquanto o autor e as empresas rés enquadram-se no conceito de consumidor e fornecedor, respectivamente. 3. No caso dos autos é incontroverso que os consumidores não obtiveram a contraprestação pelos valores pagos no contrato. Portanto, constatada a falha na prestação do serviço e a impossibilidade no gozo do serviço contratado, dificultando a sua utilização pelo consumidor, faz-se necessário reconhecer o inadimplemento contratual por parte das empresas contratadas de modo a justificar, nos moldes do artigo 20 do CDC e artigo 475 do Código Civil ¿ CC/2002, a resolução contratual com a restituição das quantias pagas pelo consumidor, sob pena de enriquecimento sem causa. 4. O inadimplemento contratual, não gera, por si só, violação a direito da personalidade. Assim, para que os danos morais fossem acolhidos, seria necessária comprovação de ter havido lesão aos direitos da personalidade dos consumidores. Não se verifica, no presente caso, qualquer ato ilícito que pudesse ter atingido a esfera íntima das partes ou que pudesse ter gerado forte abalo psíquico. 5.

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	Recurso conhecido e não provido. Sentença mantida. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer mas para negar provimento ao recurso, nos termos do voto do relator. Fortaleza, data da assinatura digital EVERARDO LUCENA SEGUNDO Presidente do Órgão Julgador DESEMBARGADOR PAULO AIRTON ALBUQUERQUE FILHO Relator (Apelação Cível - 0051402-23.2020.8.06.0117, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 04/09/2024, data da publicação: 04/09/2024) Nesse caso, afastada a alegação de prática ilícita de propaganda enganosa, não há que se falar em dano moral indenizável. Por essa razão, impõe-se a manutenção da sentença recorrida. Ante o exposto, conheço do recurso para negar-lhe provimento, mantendo a sentença em todos os seus termos. Por fim, majoro a condenação da parte promovente/apelante aos honorários recursais para 12% (doze por cento) do percentual fixado na sentença, na forma do art. 85, § 11, do CPC, observada, contudo, a suspensão de sua exigibilidade, nos termos do art. 98, § 3º, do CPC. É como voto. Fortaleza, data e hora do sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora

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Número de ordem	6
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Material
Polo ativo	FRANCISCO NAZARE GALVAO
Advogado(s) - Polo ativo	THAYNA GONCALVES DANTAS - (CE43687-A) RAFAEL DA SILVA MARQUES - (CE43887-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	DAVID SOMBRA PEIXOTO - (CE16477-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">0253142-50.2024.8.06.0001 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO EM AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: 25ª VARA CÍVEL DA COMARCA DE FORTALEZA-CE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELANTE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: FRANCISCO NAZARÉ GALVÃO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: BANCO DO BRASIL S.A <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-

Processo	0253142-50.2024.8.06.0001
	weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESA. CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO ADMINISTRATIVO. APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS. PASEP. SAQUES INDEVIDOS. PRAZO PRESCRICIONAL DECENAL. TERMO INICIAL CONTADO DA CIÊNCIA DOS DESFALQUES. TEMA 1150/STJ. PRESCRIÇÃO AFASTADA. RETORNO DOS AUTOS À ORIGEM. RECURSO PROVIDO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. CASO EM EXAME <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Apelação cível interposta contra sentença que extinguiu o processo, com resolução de mérito, ao reconhecer a prescrição da pretensão autoral, sob fundamento de que o prazo deveria ser contado a partir da data do último saque realizado pelo autor no Programa de Formação do Patrimônio do Servidor Público (PASEP). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. QUESTÃO EM DISCUSSÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Há duas questões em discussão: (i) qual o prazo prescricional aplicável à pretensão de ressarcimento de valores indevidamente debitados de conta vinculada ao PASEP; e (ii) qual o termo inicial para a contagem desse prazo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. RAZÕES DE DECIDIR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. O Superior Tribunal de Justiça, ao julgar o Tema 1150, firmou tese de que a pretensão ao ressarcimento de danos havidos em conta vinculada ao PASEP está sujeita ao prazo prescricional decenal, previsto no artigo 205 do Código Civil. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Segundo o mesmo precedente, o termo inicial para a contagem da prescrição é a data em que o titular, comprovadamente, toma ciência dos desfalques na conta, e não o último saque realizado.<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal;

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	text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. No caso concreto, o autor obteve acesso aos extratos detalhados da conta somente em 2023, o que torna intempestivo o reconhecimento da prescrição com base na data do saque realizado em 2000. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Diante disso, deve ser anulada a sentença para que o feito tenha seu regular prosseguimento na origem. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO E TESE <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. Apelação conhecida e provida. Sentença anulada, com retorno dos autos à Vara de origem para o devido processamento e julgamento do mérito da demanda. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">"1. O prazo prescricional para ressarcimento de valores indevidamente debitados de conta vinculada ao PASEP é decenal, conforme o artigo 205 do Código Civil. 2. O termo inicial da prescrição ocorre quando o titular toma ciência dos desfalques realizados na conta, e não na data do último saque efetuado." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer o Recurso de Apelação interposto para dar-lhe provimento, nos termos do voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color:

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	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de apelação cível interposta por FRANCISCO NAZARÉ GALVÃO, objurgando sentença proferida pelo Juízo da 25ª VARA CÍVEL DA COMARCA DE FORTALEZA-CE (id 19913772), que, nos autos da AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS movida em face do BANCO DO BRASIL S/A, julgou improcedente o feito, ante o reconhecimento da prescrição da pretensão autoral, nos seguintes termos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“(…) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Isto posto, o mais que dos autos consta, fundamentado nas disposições legais e jurisprudenciais supramencionadas, acolho o pedido de reconhecimento da prescrição apresentado pelo demandado em sua contestação, EXTINGUINDO o feito, com resolução de mérito. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Condeno a parte demandante no pagamento das custas processuais e dos honorários advocatícios do causídico constituído pela parte adversa, ora arbitrados em 10% (dez por cento) sobre o valor da causa, ficando sobrestadas as suas exigibilidades, pelo prazo de até 5 (cinco) anos, conforme previsto no § 3.º, do art. 98 do CPC, por ser beneficiária da gratuidade judiciária. (…)” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em razões recursais (id 19913775), a parte recorrente sustenta que só tomou ciência dos desfalques realizados na conta individual vinculada ao PASEP em julho de 2023, quando teve acesso ao extrato/microfilmagens disponibilizadas pelo apelado. Ao final, o apelante requer o provimento do recurso, a fim de reformar a sentença recorrida, com julgamento procedente de todos os pleitos autorais. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Contrarrazões de 19913781, pelo não conhecimento do recurso por violação ao princípio da dialeticidade, ainda pugnando pela revogação do benefício da Gratuidade Judiciária, e, no mérito, pelo desprovimento do recurso. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Decido. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color:

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	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Passo à análise da preliminar arguida em sede de contrarrazões de apelação. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A suscitada ofensa à dialeticidade não merece acolhida. Pelas razões recursais apresentadas, observa-se claro intuito do recorrente de reverter o julgado e deve ser considerada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Rejeito, pois, a preliminar de ofensa à dialeticidade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sobre a impugnação à justiça gratuita concedida à parte autora, conforme previsto nos artigos 98 e 99 do Código de Processo Civil, a concessão da assistência judiciária gratuita depende de requerimento da parte, a qual declara, sob as penas da lei, sua hipossuficiência financeira para arcar com custas, despesas processuais e honorários advocatícios, presumindo-se verdadeira a afirmação, quando feita por pessoa natural e dependente de prova, quando formulada por pessoa jurídica, segundo Súmula 481 do egrégio Superior Tribunal de Justiça. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Outrossim, tendo a parte recorrente afirmado não deter condições financeiras de arcar com as custas e despesas processuais sem prejuízo de seu sustento e de sua família, e inexistindo indício apto a afastar a presunção de veracidade da declaração firmada no corpo da exordial, mantenho a gratuidade de justiça requestada, logo, rejeito a preliminar da impugnação da justiça gratuita, dada a situação econômica desta, e com fulcro no artigo 98 do CPC, determino a dispensa do recolhimento do preparo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dito isto, o recurso de apelação merece conhecimento, pois atende aos pressupostos de admissibilidade recursal. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Passa-se à análise do mérito recursal, por meio do qual o apelante defende que o início da contagem do prazo prescricional se inicia apenas em julho de 2023, quando teve acesso aos extratos da conta mediante microfilmagens, momento no qual teria tomado ciência da violação do seu direito. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Neste ponto, é importante registrar que o Superior Tribunal de Justiça, no julgamento dos processos paradigmas REsp nº 1895936/TO, REsp nº 1895941/TO e REsp nº 1951931/DF, representativos de controvérsia afetados para julgamento pelo procedimento dos Recursos Especiais Repetitivos sob o Tema 1150, fixou a tese de que “ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">.” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Confira-se a ementa redigida para o acórdão: <p style="line-height:

Processo	0253142-50.2024.8.06.0001
	1.7999999999999998; margin-left: 111pt; text-align: justify; margin-top: 0pt; margin-bottom: 7pt;" dir="ltr"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“ADMINISTRATIVO E PROCESSUAL CIVIL. RECURSO ESPECIAL REPRESENTATIVO DA CONTROVÉRSIA. PASEP. MÁ GESTÃO DOS VALORES DEPOSITADOS. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL PREVISTA NO ART. 205 DO CÓDIGO CIVIL. TERMO INICIAL DA PRESCRIÇÃO. TEORIA DA ACTIO NATA. CIÊNCIA DOS DESFALQUES NA CONTA INDIVIDUALIZADA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. As questões a serem definidas nesse Repetitivo são: a) a possibilidade ou não de o Banco do Brasil figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; b) qual o prazo prescricional a que a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete - se o decenal previsto pelo artigo 205 do Código Civil ou o quinquenal estipulado pelo art. 1° do Decreto 20.910/1932; c) se o termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">LEGITIMIDADE PASSIVA DO BANCO DO BRASIL PARA FIGURAR NA DEMANDA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. O Programa de Formação do Patrimônio do Servidor Público (Pasep) foi instituído pela Lei Complementar 8, de 3.12.1970, que prevê a competência do Banco do Brasil para a administração do Programa e manutenção das contas individualizadas para cada servidor, recebendo comissão pelo serviço prestado. A Lei Complementar 26, de 11.9.1975, unificou, a partir de 1º.7.1976, sob a denominação de PIS-Pasep, os fundos constituídos com os recursos do Programa de Integração Social (PIS) e do Programa de Formação do Patrimônio do Servidor Público (Pasep), instituídos pelas Leis Complementares 7/70 e 8/70, respectivamente. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. O art. 7º do Decreto 4.751/2003 previa que a gestão do Pasep compete ao Conselho Diretor do Fundo, cujos representantes são designados pelo Ministro de Estado da Fazenda. De igual modo, o art. 10 do mesmo diploma normativo estabelecia que ao Banco do Brasil, como administrador do Programa, além de manter as contas individualizadas dos participantes do Pasep, cabe creditar, nas referidas contas, a atualização monetária, os juros e o resultado das operações financeiras realizadas, processar as solicitações de saque e de retirada e efetuar os correspondentes pagamentos, conforme autorizado pelo Conselho Diretor do Fundo PIS-Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Destaque-se que, desde a promulgação da Constituição Federal de 1988, a União deixou de depositar valores nas contas do Pasep do trabalhador, limitando-se sua responsabilidade ao recolhimento mensal ao Banco do Brasil S.A., nos termos do art. 2º da LC 8/1970. Por força do art. 5º da referida Lei Complementar, a administração do Programa compete ao Banco do Brasil S.A., bem como a respectiva manutenção das contas individualizadas para cada trabalhador, de modo que a responsabilidade por eventuais saques indevidos ou má gestão dos valores depositados na conta do Pasep é atribuída à instituição gestora em apreço. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. O STJ possui o entendimento de que, em ações judiciais nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao Pasep, a União deve figurar no polo passivo da

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	demanda. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. No entanto, no caso dos autos a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão do banco, em razão de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do Pasep. Conclui-se que a legitimidade passiva é do Banco do Brasil S.A. Nesse sentido: AgInt no REsp 1.898.214/SE, Rel. Ministro Francisco Falcão, Segunda Turma, DJe de 29.4.2021; AgInt no REsp 1.867.341/DF, Rel. Ministra Assusete Magalhães, Segunda Turma, DJe de 7.10.2021; REsp 1.895.114/DF, Rel. Ministro Herman Benjamin, Segunda Turma, DJe de 14.4.2021; AgInt no REsp 1.954.954/CE, Rel. Ministra Regina Helena Costa, Primeira Turma, DJe de 25.3.2022; e AgInt no REsp 1.922.275/CE, Rel. Ministro Gurgel de Faria, Primeira Turma, DJe de 29.6.2021. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">INCIDÊNCIA DO PRAZO PRESCRICIONAL DECENAL PREVISTO NO ART. 205 DO CÓDIGO CIVIL <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. O Banco do Brasil S.A. aduz que ocorreu a prescrição do direito do autor em virtude da adoção do prazo quinquenal estabelecido no art. 1° do Decreto-Lei 20.910/1932, cujo termo inicial deveria ser a data do recolhimento das últimas contribuições para o Pasep, que, segundo a instituição financeira, ocorreu em 1988. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">8. Contudo, o STJ possui orientação pacífica de que o prazo quinquenal previsto no art. 1º do Decreto-Lei 20.910/1932 não se aplica às pessoas jurídicas de direito privado. No caso em espécie, sendo a ação proposta contra o Banco do Brasil, sociedade de economia mista, deve-se afastar a incidência do referido dispositivo, bem como da tese firmada no julgamento do Recurso Especial 1.205.277/PB, sob a sistemática dos Recursos Repetitivos, de que: "É de cinco anos o prazo prescricional da ação promovida contra a União Federal por titulares de contas vinculadas ao PIS/PASEP visando à cobrança de diferenças de correção monetária incidente sobre o saldo das referidas contas, nos termos do art. 1º do Decreto-Lei 20.910/32" . <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">9. Assim, "as ações movidas contra as sociedades de economia mista não se sujeitam ao prazo prescricional previsto no Decreto-Lei 20.910/1932, porquanto possuem personalidade jurídica de direito privado, estando submetidas às normas do Código Civil." (AgInt nos EDcl no AREsp 1.902.665/RJ, Rel. Ministro Francisco Falcão, Segunda Turma, DJe de 10.8.2022). Nesse mesmo sentido: AgInt no AREsp 1.795.172/SP, Rel. Ministra Assusete Magalhães, Segunda Turma, DJe de 27.5.2021; e AgInt no REsp 1.812.518/SE, Rel. Ministro Herman Benjamin, Segunda Turma, DJe de 21.8.2020. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">10. Ressalte-se que não se emprega o prazo prescricional previsto no art. 10 do Decreto 2.052/1983, o qual prevê que "A ação para cobrança das contribuições devidas ao PIS e ao PASEP prescreverá no prazo de dez anos, contados a partir da data prevista para seu recolhimento". Isso porque no caso dos autos não se estão cobrando as contribuições, mas, sim, a indenização por danos materiais decorrente da má gestão dos depósitos. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">11. Assim, nas demandas ajuizadas contra a instituição financeira em virtude de eventual má gestão ou descontos indevidos nas contas do Programa de Formação do Patrimônio do Servidor Público - Pasep, deve-se aplicar o prazo prescricional previsto no art. 205 do Código Civil de 10 anos. <p style="line-height: 1.7999999999999998; margin-left: 111pt; text-align: justify; margin-top: 0pt; margin-bottom:

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	7pt;" dir="ltr"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DIES A QUO PARA A CONTAGEM DO PRAZO PRESCRICIONAL <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">12. O Superior Tribunal de Justiça entende que, conforme o princípio da actio nata, o curso do prazo prescricional do direito de reclamar inicia-se somente quando o titular do direito subjetivo violado passa a conhecer o fato e a extensão de suas consequências. (EREsp 1.106.366/RS, Rel. Ministro Francisco Falcão, Primeira Seção, DJe de 26.6.2020.) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">13. Sobre a matéria em debate, o STJ tem precedentes: AgInt no REsp 1.928.752/TO, Rel. Ministra Regina Helena Costa, Primeira Turma, DJe de 23.6.2021; e REsp 1.802.521/PE, Rel. Ministro Herman Benjamin, Segunda Turma DJe 30.5.2019. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">14. Verifica-se que o termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TESES JURÍDICAS A SEREM FIXADAS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">15. Em relação ao presente Tema, fixam-se as seguintes Teses: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">SOLUÇÃO DO CASO CONCRETO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">16. No caso dos autos, em relação às Teses aqui fixadas, o acórdão de origem decidiu de acordo com o entendimento deste STJ, de modo que não merece reforma. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">17. O recorrente afirma não haver ilícito, e que, "no caso em tela, a parte recorrida não fez prova alguma do prejuízo sofrido." (fl. 528, e-STJ), de forma que não há dever de indenizar. Entretanto, a Corte de origem assim consignou ao decidir a controvérsia (fls. 490-491, e-STJ, grifei): "A partir da análise dos autos originários, constata-se que são incontroversos 1) o saldo no valor de Cz$ 88.881,00 (oitenta e oito mil oitocentos e oitenta e um cruzados) existente na conta individual da parte autora/apelante no dia 18/08/1988 (data limite ao direito aos créditos em sua conta PASEP) - Evento 1, OUT3, fl. 03, autos originários e 2) os débitos realizados no período em que a conta retromencionada esteve ativa (Evento 1, DOCSPESSOAIS2, autos originários). (...) O fato é que o Banco do Brasil S/A tem o dever de informar o motivo e a destinação dos valores questionados pela parte autora/apelante, a fim de comprovar a legalidade dos lançamentos, ônus do qual não se desincumbiu, conforme determina o art.

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	373, inciso II, do CPC vigente. (...) Dessa nos forma, é forçoso concluir pelo conjunto fático-probatório existente nos autos que o dano material efetivamente restou comprovado (...)". <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18. Como se observa, o Tribunal a quo, soberano na análise probatória, concluiu que houve ato ilícito e dano. Entender de modo diverso demanda revolvimento no acervo fático-probatório, o que não é possível em Recurso Especial, pois incide a Súmula 7 do STJ. Nessa linha: AgInt no AREsp 2.155.273/RJ, Rel. Ministro Gurgel de Faria, Primeira Turma, DJe de 15.3.2023; e AgInt no AREsp 1.767.339/SP, Rel. Ministro Sérgio Kukina, Primeira Turma, DJe de 16.2.2023. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONCLUSÃO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">19. Recurso Especial parcialmente conhecido e, nessa extensão, não provido.” <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, DJe de 21/9/2023) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Assim, verifica-se que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse sentido, diferente do alegado pelo juiz a quo, que estabeleceu a data do último saque realizado como marco inicial para o prazo prescricional, entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 2023. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sobre o tema, jurisprudência desta Corte de Justiça: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO CÍVEL. AÇÃO DE RESSARCIMENTO. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR (PASEP). <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">SENTENÇA DECLARATÓRIA DE PRESCRIÇÃO DA PRETENSÃO AUTORAL. IRRESIGNAÇÃO DA PARTE AUTORA. ANÁLISE SOBRE O TERMO INICIAL DA PRESCRIÇÃO. APLICAÇÃO DO TEMA REPETITIVO Nº 1.150 DO STJ. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS AO JUÍZO DE ORIGEM. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. De início, cumpre salientar que as preliminares de ofensa à dialeticidade e de revogação de justiça gratuita, sustentadas pela parte apelada em sede de contrarrazões, não merecem prosperar. 2. Ultrapassados tais pontos, o presente recurso limita-se a impugnar a improcedência do pedido exordial, ante o reconhecimento da prescrição da pretensão autoral. 3. Sobre o tema, o Superior Tribunal de Justiça (STJ) firmou o Tema Repetitivo nº 1.150, na qual restou decidido que ¿ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta

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	individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.¿ 4. Dessa maneira, o lapso da prescrição teve início quando a parte autora teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 2023, não fulminando o direito de ação exercitado neste mesmo ano. 5. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Recurso conhecido e provido. Sentença anulada, com retorno dos autos ao juízo de origem para o devido processamento e julgamento. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(Apelação Cível - 0201454-33.2024.8.06.0071, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 04/12/2024, data da publicação: 04/12/2024) (gn) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, ACRÉSCIMOS ILEGAIS, SAQUES E À DIFERENÇA DE VALORES NA CONTA VINCULADA DO PASEP DA AUTORA/RECORRENTE. SENTENÇA QUE RECONHECEU A ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. QUESTIONAMENTO SOLUCIONADO NO JULGAMENTO DO TEMA REPETITIVO Nº 1.150 QUE UNIFORMIZOU A INTERPRETAÇÃO DA LEGISLAÇÃO INFRACONSTITUCIONAL PARA SEDIMENTAR, DENTRE OUTRAS TESES NÃO DEVOLVIDAS NO APELO, QUE "O BANCO DO BRASIL POSSUI LEGITIMIDADE PASSIVA AD CAUSAM PARA FIGURAR NO POLO PASSIVO DE DEMANDA NA QUAL SE DISCUTE EVENTUAL FALHA NA PRESTAÇÃO DO SERVIÇO QUANTO A CONTA VINCULADA AO PASEP, SAQUES INDEVIDOS E DESFALQUES, ALÉM DA AUSÊNCIA DE APLICAÇÃO DOS RENDIMENTOS ESTABELECIDAS PELO CONSELHO DIRETOR DO REFERIDO PROGRAMA". PRESCRIÇÃO: INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CONHECIMENTO DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. IMPOSSIBILIDADE DE JULGAR O MÉRITO (ART. 1.013, § 3º, I, DO CPC). SENTENÇA ANULADA. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO, INCLUSIVE APRECIAR A RESPEITO DA NECESSIDADE DE PROCEDER À PROVA PERICIAL CONTÁBIL. - A petição inicial remete à apreciação do Judiciário litígio que envolve a responsabilidade do Banco do Brasil S/A quanto à má gestão dos valores depositados pela União do programa PIS/PASEP, pugnando, ainda, pela indenização por danos morais e materiais. - O Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional no julgamento do tema repetitivo nº 1.150 para reconhecer, dentre outras teses não devolvidas na via apelatória, que "o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa". - O caso em julgamento não envolve a aplicação da Súmula nº 77 do STJ, mas o entendimento uniformizado na apreciação do tema repetitivo nº 1.150 do mencionado Tribunal Superior. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">- Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo Tribunal da Cidadania, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem

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	do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". Desta forma, o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, não fulminando o direito de ação exercitado em 04/11/2019. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RECURSO CONHECIDO E PROVIDO EM PARTE. (TJCE - Apelação Cível - 0090254-05.2019.8.06.0133, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 21/08/2024, data da publicação: 21/08/2024) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Feitas tais considerações, afasto, no caso concreto, a prescrição da pretensão autoral reconhecida na origem. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante do exposto, CONHEÇO da apelação para DAR-LHE PROVIMENTO, a fim de anular a sentença e determinar o retorno do processo à Vara de origem, para o devido processamento e julgamento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora sj

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Número de ordem	7
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Lei de Imprensa
Polo ativo	EDITORA VERDES MARES LTDA
Advogado(s) - Polo ativo	GUSTAVO HITZSCHKY FERNANDES VIEIRA JUNIOR - (CE17561-A)

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Polo passivo	EMANUEL FERNANDES LIMA
Advogado(s) - Polo passivo	EMANUELLE HORACIO FERREIRA DE OLIVEIRA - (CE50620-A)
Terceiros	Não informado
Voto proferido pelo relator	Não informado

Processo	0147569-33.2018.8.06.0001
Número de ordem	8
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Tratamento médico-hospitalar
Polo ativo	HAPVIDA ASSISTENCIA MEDICA S.A.
Advogado(s) - Polo ativo	IGOR MACEDO FACO - (CE16470-A) ANDRE MENESCAL GUEDES - (CE23931-A)
Polo passivo	REBECA ROSSINI RAMALHO SARA VALENTINA ROSSINI IGNACIO
Advogado(s) - Polo passivo	ALDERI FURTADO LOPES - (CE3438-A)
Terceiros	Não informado

Processo	0147569-33.2018.8.06.0001
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0147569-33.2018.8.06.0001 TIPO DO PROCESSO e TIPO DE AÇÃO: APELAÇÃO CÍVEL EM AÇÃO DE OBRIGAÇÃO DE FAZER C/C DANOS MORAIS ORIGEM: 33ª VARA CÍVEL DA COMARCA DE FORTALEZA/CE APELANTE: HAPVIDA ASSISTÊNCIA MÉDICA S.A. APELADA: SARA VALENTINA ROSSINI IGNACIO ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO

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	RELATORA: DESA. CLEIDE ALVES DE AGUIAR EMENTA: DIREITO DO CONSUMIDOR E DIREITO À SAÚDE. APELAÇÃO CÍVEL. OBRIGAÇÃO DE FAZER CUMULADA COM INDENIZAÇÃO POR DANOS MORAIS. PLANO DE SAÚDE. FISIOTERAPIA VISUAL ESPECIALIZADA. MANUTENÇÃO DA SENTENÇA. RECURSO CONHECIDO E DESPROVIDO. I. CASO EM EXAME 1. Apelação cível interposta por HAPVIDA ASSISTÊNCIA MÉDICA S.A. contra sentença da 33ª Vara Cível de Fortaleza, em ação ajuizada por menor representada por sua mãe, objetivando custeio de sessões de fisioterapia visual especializada, ressarcimento de valores pagos e indenização por danos morais. 2. A sentença confirmou tutela de urgência para custeio do tratamento fora da rede credenciada, determinou a apresentação de laudos semestrais e fixou indenização de R$ 3.000,00 por danos morais. II. QUESTÃO EM DISCUSSÃO 3. Há duas questões em discussão: (i) saber se a operadora pode se eximir do custeio de tratamento fora da rede sob alegação de inexistência de negativa formal e existência de rede própria habilitada; e (ii) saber se a negativa ou resistência injustificada ao atendimento justifica indenização por danos morais. III. RAZÕES DE DECIDIR 4. A jurisprudência do STJ autoriza, em caráter excepcional, o custeio de tratamentos fora da rede quando não comprovada a aptidão da rede credenciada, especialmente em se tratando de tratamento específico, como fisioterapia visual para criança com deficiência visual. 5. O rol da ANS é referência mínima, não taxativa, sendo legítima a recomendação médica para métodos não incluídos, desde que amparados por evidências científicas ou recomendação técnica reconhecida (Lei nº 9.656/1998, art. 10, §§ 12 e 13). <span style="font-size:

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	medium;"> 6. Restou demonstrado que o plano não apresentou profissional habilitado na rede credenciada com expertise compatível ao tratamento e não cumpriu promessa de atendimento, caracterizando falha na prestação do serviço. 7. O dano moral decorre da angústia causada pela negativa ou resistência ao tratamento essencial à saúde da criança, em contexto de vulnerabilidade, sendo razoável o valor fixado. 8. Não cabe majoração da indenização por ausência de recurso da parte autora (non reformatio in pejus). 9. Recurso desprovido, com majoração de 5% a título de honorários recursais, nos termos do art. 85, § 11, do CPC. IV. DISPOSITIVO E TESE 10. Recurso conhecido e desprovido. Tese de julgamento: "1. A operadora de plano de saúde deve custear tratamento fora da rede credenciada quando comprovada a inexistência de profissional habilitado na rede própria; 2. A falha na prestação de serviço essencial à criança, com impacto na continuidade do tratamento, justifica a indenização por danos morais." Dispositivos relevantes citados: CF/1988, arts. 1º, III; 6º; 196; CPC, art. 85, § 11; CDC, arts. 6º, I e VI, 14; Lei nº 9.656/1998, art. 10, §§ 12 e 13. Jurisprudência relevante citada: STJ, REsp 1.378.707/RJ, Rel. Min. Paulo de Tarso Sanseverino, 3ª Turma, j. 25.06.2014; STJ, REsp 1.728.042/SP, Rel. Min. Ricardo Villas Bôas Cueva, Rel. p/ Acórdão Min. Nancy Andrighi, 3ª Turma, j. 23.10.2018; TJCE, AgInt Cível 0632023-39.2022.8.06.0000, Rel. Juiz Paulo de Tarso Pires Nogueira, 3ª Câmara Direito Privado, j. 31.01.2024. <span style="font-

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	family: "times new roman", times;">ACÓRDÃO Vistos, relatados e discutidos estes autos, ACORDA a T URMA JULGADORA DA TERCEIRA CÂMARA DIREITO PRIVADO DO TRIBUNAL DE JUSTIÇA DO ESTADO DO CEARÁ , por UNANIMIDADE , em CONHECER DO RECURSO PARA NEGAR PROVIMENTO nos termos do voto da Relatora.

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	0cm;"> Consta, para relatório, que a promovida HAPVIDA ASSISTÊNCIA MÉDICA S.A. interpôs o presente recurso de apelação visando reformar a sentença proferida nos autos da ação de obrigação de fazer cumulada com pedido de indenização por danos morais, ajuizada por Sara Valentina Rossini Ignacio, representada por sua genitora, Rebeca Rossini Ignacio, contra a apelante. Na sentença, proferida pelo Juízo da 33ª Vara Cível da Comarca de Fortaleza, foram destacados os seguintes fundamentos fáticos e jurídicos: Sara Valentina Rossini Ignacio, representada por sua mãe, moveu a ação com o intuito de obter o custeio de sessões de fisioterapia visual especializada, tratamento necessário devido a problemas de visão, incluindo palidez de nervo óptico, estrabismo, baixa acuidade visual e nistagmo. A mãe da autora alegou que a Hapvida não disponibilizou profissional qualificado para fornecer o tratamento necessário, motivo pelo qual precisou arcar com sessões particulares, gerando significativa melhoria no quadro clínico da menor, mas grande impacto financeiro à família. Durante audiência de conciliação, a Hapvida prometeu agendar as sessões adequadas, promessa que não foi cumprida, configurando, segundo a autora, uma negativa de atendimento. Diante dos fatos, foi requerido, liminarmente, que a empresa ré fosse condenada a cobrir as sessões de fisioterapia visual por tempo indeterminado, além do ressarcimento dos valores pagos e condenação em danos morais no valor de R$ 20.000,00. A sentença proferida julgou parcialmente procedente o pedido, determinando: a) Confirmar a tutela de urgência concedida, obrigando a requerida a custear o tratamento com profissional especializado fora da rede credenciada enquanto não houver disponibilidade de profissional habilitado na rede própria. b) Que a parte autora, a cada 06 meses, encaminhe laudo médico à promovida. c) A condenação da requerida ao pagamento de R$ 3.000,00 por danos morais, corrigidos monetariamente e acrescidos de juros de mora. Inconformada, HAPVIDA ASSISTÊNCIA MÉDICA S.A. recorreu da decisão. No recurso de apelação, a parte recorrente alegou que a solicitação para o atendimento específico não foi formalmente negada e que a operadora disponibilizou ampla rede de profissionais credenciados qualificados para atender às necessidades da demandante. A recorrente destacou que o atendimento fora da rede credenciada deve ocorrer de forma excepcional e subsidiada pela comprovação de incapacidade de assistência pela rede própria. Afirmou ainda que a autora não comprovou a negativa formal de atendimento e argumentou sobre a legalidade do contrato e a ausência de prática ilícita. Nas contrarrazões, SARA VALENTINA ROSSINI IGNACIO, representada por sua genitora, solicitou a manutenção da sentença, argumentando que a defesa da apelante apresenta duas teses principais, nenhuma passível de acolhimento. A primeira baseada na ausência de uma negativa formal de atendimento e a segunda argumentando que o usuário não comprovou os requisitos para atendimento fora da rede credenciada. A contrarrecorrente ressaltou a

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	relação de consumo estabelecida e a obrigatoriedade de cobertura contratual eficaz conforme a Lei nº 9.656/1998. Alegou que houve defeito no serviço prestado, pois os profissionais indicados não possuíam a expertise necessária, levando à busca de tratamento fora da rede credenciada. Sob a ótica do Superior Tribunal de Justiça, a contrarrecorrente destacou que o reembolso de despesas médicas fora da rede credenciada é aceitável em casos excepcionais, como mostrado nos autos. Quanto aos danos morais, afirmou que a autora sofreu abalos psicológicos devido à demora e inadequação no tratamento, justificando a condenação de R$ 3.000,00 por danos morais. É o relatório. Passo a decisão. VOTO 1. Admissibilidade: É extremamente reconhecido que o procedimento recursal exige a observância de requisitos específicos, essenciais para adequada apreciação do mérito do recurso interposto. Assim, faz-se necessário, em um primeiro momento, proceder à análise dos pressupostos recursais, uma vez que estes sejam específicos e base preliminar do processo recursal. Na ausência de qualquer um desses requisitos, o Tribunal fica impossibilitado de se submeter no exame dos méritos. As premissas recursais se dividem em duas categorias: os intrínsecos, que incluem o cabimento do recurso, o interesse recursal, a legitimidade para recorrer e a inexistência de fato que extinga o direito de apelação; e os extrínsecos, que englobam a regularidade formal, a tempestividade e o preparo. Os pressupostos intrínsecos estão relacionados ao direito de recorrer em si, enquanto os extrínsecos dizem respeito à forma como esse direito é exercido. A tempestividade refere-se à interposição do recurso dentro do prazo estabelecido em lei, garantindo a regularidade temporal para a sua admissão (CPC, art. 1.003). Já a legitimidade das partes assegura que estas possuem interesse jurídico e são diretamente afetadas pela decisão judicial, garantindo a eficácia e a pertinência do processo (CPC, arts. 17 e seguintes). Presentes os pressupostos de admissibilidade do recurso apelatório, notadamente a tempestividade e a legitimidade das partes, conforme previsão do Código de Processo Civil (CPC), recebo-o e passo a apreciá-lo nos termos da legislação processual vigente. 2. Mérito: <span

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	style="font-family: "Times New Roman", serif;"> Consigno que a diretriz em demandas de saúde seguida por esta relatoria é condizente com a jurisprudência majoritária do STJ, que consiste em analisar o paciente enquanto único no seu direito fundamental à saúde, não havendo métrica, padrão e/ou regra fixa de letra morta, vide REsp 1.378.707/RJ, Rel. Ministro PAULO DE TARSO SANSEVERINO, Terceira Turma e REsp n. 1.728.042/SP, relator Ministro Ricardo Villas Bôas Cueva, relatora para acórdão Ministra Nancy Andrighi, Terceira Turma, julgado em 23/10/2018, DJe de 8/11/2018. Cinge-se a controvérsia em analisar o Recurso Apelatório interposto por HAPVIDA ASSISTÊNCIA MÉDICA S.A. visando reformar a sentença proferida nos autos da ação de obrigação de fazer cumulada com pedido de indenização por danos morais pelo Juízo da 33ª Vara Cível da Comarca de Fortaleza que julgou parcialmente a demanda, conforme Id de nº 18971519. Consta que a autor a , representada por sua genitora, Rebeca Rossini Ramalho, contratante do plano de saúde HAPVIDA possui diagnóstico de palidez de nervo óptico em ambos os olhos, estrabismo, baixa acuidade e nistágmo, conforme laudo médico em anexo, e necessita, portanto, de REABILITAÇÃO VISUAL DIÁRIA, a qual é feita por meio de sessões de fisioterapia para HABILITAÇÃO E REABILITAÇÃO VISUAL. <img src="

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	para os planos privados de assistência às saúdes contratadas a partir de 1º de janeiro de 1999 e para os contratos adaptados a esta Lei e fixa as diretrizes de atenção à saúde. § 13. Em caso de tratamento ou procedimento prescrito por médico ou odontólogo assistente que não estejam previstos no rol referido no § 12 deste artigo, a cobertura deverá ser autorizada pela operadora de planos de assistência à saúde, desde que: I – exista comprovação da eficácia, à luz das ciências da saúde, baseada em evidências científicas e plano terapêutico; ou II – existam recomendações pela Comissão Nacional de Incorporação de Tecnologias no Sistema Único de Saúde (Conitec), ou exista recomendação de, no mínimo, 1 (um) órgão de avaliação de tecnologias em saúde que tenha renome internacional, desde que sejam aprovadas também para seus nacionais. É claro, pacífico e legítimo o entendimento do Superior Tribunal de Justiça de que as operadoras de saúde podem listar as doenças a serem tratadas, entretanto, não podem interferir no tratamento que melhor assiste ao paciente, de acordo com o médico que a acompanha, desde que exista comprovação da eficácia, à luz das ciências da saúde, baseada em evidências científicas e plano terapêutico; ou existam recomendações pela Comissão Nacional de Incorporação de Tecnologias no Sistema Único de Saúde (Conitec), ou exista recomendação de, no mínimo, 1 (um) órgão de avaliação de tecnologias em saúde que tenha renome internacional, desde que sejam aprovadas também para seus nacionais. V ejamos o entendimento da jurisprudência em processos onde ocorreram situações assemelhadas, conservando-se sempre a importância da individualização de cada demanda: PROCESSO CIVIL. DIREITO DO CONSUMIDOR. AGRAVO INTERNO. OPERADORA DE PLANO DE SAÚDE. ROL TAXATIVO DA ANS. LEI 14.454/22. POSICIONAMENTO STJ APRESENTADO PELA AGRAVANTE DESATUALIZADO. RECURSO CONHECIDO E NÃO PROVIDO. 1. A parte agravante objetiva seja considerado entendimento firmado pelo STJ em 2020 no sentido de considerar o rol da ANS taxativo, posicionamento diverso do adotado no decisum recorrido, razão pela qual requer julgamento colegiado. 2. São abusivas as cláusulas contratuais que geram limitação de direitos (art. 51), inexecução do contrato em si e as que ensejem desrespeito à dignidade da pessoa humana e à saúde (art.4º). O princípio contratual do pacta sunt servanda é limitado em função do direito fundamental à dignidade humana e à proteção à vida, vide art. 1º, inc. III, e art. 5º, caput, da CF/88. 3. Quanto à taxatividade do rol da ANS, é pacífico o entendimento de que não consiste em circunstância de matéria taxativa, mas exemplificativa. Precedentes. 4. Utilizar como fundamentação jurídica um posicionamento firmado antes sequer da promulgação da Lei nº14.454/22, quando há reforma de posicionamento pelo próprio STJ acerca da matéria, é insistir na existência de um ordenamento jurídico rígido, imutável, e, sobretudo, tentar volatilizar de má-fé a justiça conforme interesses particulares. 5. A exclusão de procedimento indispensável à paciente é incompatível com a proteção conferida pelo ordenamento jurídico à dignidade da pessoa humana, à garantia de acessibilidade à saúde, aos princípios consumeristas da equidade, do melhor interesse do consumidor e da presunção de boa-fé nos contratos de adesão. Precedentes STJ. 6. Não compete à operadora de saúde eximir-se de promover os insumos, medicamentos, serviços,

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	alimentação especial e assistência médica e de enfermagem necessárias à manutenção da saúde do paciente, pois “Na dúvida, a interpretação das cláusulas dos contratos de adesão deve ser feita da forma mais favorável ao consumidor” (STJ, AgInt no AREsp 1071680/MG, Rel. Ministro MARCO AURÉLIO BELLIZZE, TERCEIRA TURMA, julgado em 20/06/2017, DJe 26/06/2017). 7. Recurso conhecido e desprovido. (TJCE, Agravo Interno Cível-- 0632023-39.2022.8.06.0000, Rel. Juiz Convocado PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023, 3ª Câmara Direito Privado, data do julgamento: 31/01/2024, data da publicação: 31/01/2024, GN) EMENTA: AGRAVO DE INSTRUMENTO - AÇÃO DE OBRIGAÇÃO DE FAZER - CRIANÇA - SINDROME DE WEST - UNIMED - FORNECIMENTO DE FISIOTERAPIA NEUROEVOLUTIVA (BOBATH - NDT), FISIOTERAPIA MÉTODO CME (CUEVAS MEDEK), ELETROESTIMULAÇÃO FUNCIONAL (FES) E THERASUÍT - PLANOS DE ASSISTÊNCIA SUPLEMENTAR À SAÚDE - ANS - REGULAÇÃO - TUTELA DE URGÊNCIA - REQUISITOS NÃO DEMONSTRADOS - TERAPIA OCUPACIONAL EM ESTIMULAÇÃO VISUAL - LIMITAÇÕES DO NÚMERO DE SESSÕES - ILEGALIDADE - RECURSO PARCIALMENTE PROVIDO. 1. O Código de Processo Civil (Lei nº 13.105/2015) reorganizou as disposições atinentes à tutela provisória, seja ela de urgência (cautelar ou antecipada), seja ela de evidência, de modo a tratar do assunto no Livro V - Da Tutela Provisória e não mais de forma espaçada como o era no CPC/73, além de passar a prever os mesmos requisitos tanto para a concessão da tutela antecipada como para a cautelar, quais sejam, probabilidade do direito e o perigo de dano ou o risco ao resultado útil do processo. 2. Não tendo restado demonstrada que a ausência dos procedimentos implicaria em risco à vida da criança, bem como não restou apontada a superioridade dos tratamentos pleiteados em relação às metodologias convencionais disponibilizadas pelo plano de saúde, sendo possível aferir, ainda, que a criança tem sido atendida pelo convênio médico - inexistindo, nesse momento, perigo irreversível de dano haja vista a existência de tratamento sendo desenvolvido com criança. 3. Levando em consideração o caso concreto, tratando-se de criança de tenra idade, com comprovada necessidade (e essencialidade) do acompanhamento contínuo, mostram-se presentes os requisitos que autorizam a concessão da tutela pleiteada para determinar ao agravado que não limite o número de consultas/ano, autorizando a quantidade de sessões de 'Terapia Ocupacional com Estimulação Visual', demandadas pelos médicos responsáveis pelo tratamento do paciente. 4. Recurso parcialmente provido. (TJMG - Agravo de Instrumento-Cv 1.0000.21.072724-4/001, Relator(a): Des.(a) Teresa Cristina da Cunha Peixoto , 8ª CÂMARA CÍVEL, julgamento em 22/10/2021, publicação da súmula em 27/10/2021) EMENTA: APELAÇÃO CÍVEL - AÇÃO ORDINÁRIA - DIREITO À SAÚDE - PLANO DE SAÚDE - PRELIMINAR DE INTEMPESTIVIDADE - INOCORRÊNCIA - SÚMULA 608 DO STJ - APLICAÇÃO DO CDC -- TERAPIA OCUPACIONAL DE ESTIMULAÇÃO VISUAL - IMPRESCINDIBILIDADE DEMONSTRADA - RESOLUÇÃO NORMATIVA Nº 465/2021 DA ANS FOI ALTERADA PELA RES. Nº 469/2021- TRATAMENTO MÉTODO THERASUIT - AUSÊNCIA DE EVIDÊNCIA CIENTÍFICA - EXCEPCIONALIDADE NÃO COMPROVADA - SITUAÇÃO EXCEPCIONAL NÃO VERIFICADA. - Constatado que o recurso foi protocolizado dentro do prazo processual para a prática do ato de interposição, impõe-se a rejeição da preliminar de intempestividade recursal. - A Resolução Normativa nº 465/2021 da ANS foi alterada pela Res. nº 469/2021, passando a constar que os planos de saúde não podem limitar as sessões de psicólogos, terapeutas ocupacionais e fonoaudiólogos A ausência de previsão específica dos tratamentos em questão no rol da ANS não representa óbice ao dever de custeio, desde que cumpridos os

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	requisitos de (i) inexistência de substituto terapêutico, (ii) não indeferimento expresso da incorporação de tal tratamento ao rol pela ANS (iii) o tratamento em questão seja recomendado por órgãos técnicos e (iv) seja realizado, quando possível, o diálogo interinstitucional entre o Magistrado e equipe técnica da área da saúde. exercício. Ausente à demonstração da imprescindibilidade da fisioterapia pelo método Therasuit para o caso específico do paciente, mormente quando não há comprovação de sua superioridade em relação às terapêuticas, descabida a imposição de seu fornecimento pela operadora de saúde. (TJMG - Ap Cível/Rem Necessária 1.0000.21.234755-3/005, Relator(a): Des.(a) Luzia Divina de Paula Peixôto , 3ª CÂMARA CÍVEL, julgamento em 16/05/2024, publicação da súmula em 16/05/2024) <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">No que se refere ao custeio <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">d <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">e <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">profissionais <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">aptos a desenvolver o tratamento da autora menor, não vislumbro comprovação pelo plano de saúde de oferta VÁLIDA capaz de <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">suprir o tratamento que a genitora realiza de modo particular. A <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">contratação de profissionais às expensas do plano de saúde somente pode ocorrer quando este não <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">dispor <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">, em sua rede de atendimento, de tais especialistas <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">e clínicas hábeis a iniciar imediatamente o tratamento pretendido. Apontar clínica aleatória sem <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">a <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">indicação <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">concreta <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">de marcação, somente contribui para o convencimento de que a operadora não dispõe <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">da tratativa pleiteada. <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">Deste modo, <span style="background-image: initial;

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	background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">ante a <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">ine <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">xistência de profissionais credenciados aptos a desempenhar a prescrição médica, vislumbro <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">pleno acerto da sentença <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">quanto <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">a determinação <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">de <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">reembols <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">o <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">d <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">o <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">s profissionais <span style="background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;">contratados. Passo à análise dos Danos Morais concedidos no Primeiro Grau O conjunto fático envolve o retardo/negativa no custeio do tratamento especializado prescrito à menor como essencial para a sua visão prescritos pelo médico. O plano não conseguiu comprovar que prestou todos os serviços necessários ao tratamento prescrito à menor, mormente por guardar grande especialidade como a de fisioterapia visual. Acresço que, em se tratando da especificidade prescrita, como a maioria dos tratamentos em crianças, a intervenção precoce é essencial para a cura/melhora dos sintomas/sequelas. É lamentável constatar que, diante da crescente judicialização das demandas de saúde, os consumidores se veem compelidos a acionar o Poder Judiciário para obter o que já lhes é de direito contratual e legal. Tal cenário revela, com agudeza, o descrédito que certas operadoras de planos de saúde vêm cultivando junto aos seus próprios segurados, não por acaso. A conduta reiterada da operadora Hapvida, em especial, evidencia um preocupante descompromisso com os fundamentos éticos e legais que devem nortear a prestação do serviço essencial como é o da saúde suplementar. A conduta reiterada da operadora Hapvida projeta cenário alarmante, incompatível com os princípios constitucionais que regem a

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	saúde enquanto direito de todos e dever do Estado e da iniciativa privada. O acesso à assistência médica contratada, sobretudo quando envolve criança em fase de desenvolvimento, não comporta obstáculos mercadológicos, nem pode se submeter à lógica fria da conveniência administrativa. A negativa de tratamento ou resistência injustificada ao cumprimento de decisão judicial traduz desprezo à ordem jurídica, desrespeito ao jurisdicionado e desprestígio à autoridade do próprio Judiciário. A atuação da Hapvida no Judiciário agregado aos reiterados pleitos judiciais dos usuários cuja finalidade é o cumprimento compulsório de decisões judiciais legítimas, válidas e fundamentadas quer sejam de mérito ou liminares, evidencia sintoma de crise ética institucional. É de se ressaltar que a Operadora que ostenta um dos maiores lucros do setor de saúde suplementar, conforme relatórios amplamente divulgados, não pode invocar corriqueiros argumentos de desequilíbrio financeiro quando se nega a cumprir o contrato que ela própria impõe ao consumidor. Em 2024, a Hapvida registrou um lucro líquido ajustado de R$ 1,836 bilhão, representando um crescimento anual de 170,3% em relação ao ano anterior. No quarto trimestre de 2024, o lucro líquido ajustado foi de R$ 514,7 milhões, uma alta de 98,8% comparado ao mesmo período de 2023 ¹ Esses resultados financeiros evidenciam a robustez econômica da operadora, tornando insustentável qualquer alegação de desequilíbrio financeiro para justificar negativas de cobertura ou descumprimento de decisões judiciais. A atuação do Poder Judiciário é fundamental para assegurar os direitos dos usuários, especialmente os mais vulneráveis, como crianças em tenra idade, que dependem de tratamentos médicos imediatos. A majoração da indenização por danos morais compensa o sofrimento causado e serve como instrumento pedagógico para coibir práticas abusivas e reiteradas por parte da operadora. O Judiciário não pode, nem deve, tolerar tais práticas. Compete-lhe, por dever intitucional, assegurar o acautelamento dos direitos dos usuários do sistema de saúde, em especial dos mais vulneráveis. A criança impedida de acessar tratamento essencial sofre agravo que ultrapassa o dano material e ingressa no campo da dignidade. O sofrimento psicológico da menor e de sua família não se mede em cifras ordinárias, nem se compensa com simples declaração de arrependimento ou ajustamento futuro. A reparação moral deve refletir o padecimento experimentado e a resposta firme do Estado ao desrespeito institucionalizado. No caso dos autos, a demora no início do tratamento necessário impôs abalo emocional relevante não apenas à menor, mas a todo o núcleo familiar, intensificando a aflição diante da incerteza quanto à continuidade da assistência médica e as condições financeiras de arcar com os gastos em paralelo ao pagamento do plano de saúde. Não obstante o convencimento desta Relatora quanto à gravidade dos fatos e à extensão dos danos sofridos, especialmente diante da condição de vulnerabilidade da vítima, mostra-se

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	inviável a majoração do quantum indenizatório, sob pena de violação ao princípio da non reformatio in pejus. Trata-se de vedação imposta pelo ordenamento jurídico processual que impede o agravamento da situação do recorrente em sede recursal, quando inexistente recurso da parte adversa quanto ao ponto específico. Ainda que se reconheça que o valor fixado em primeiro grau revela-se aquém do que exige a pedagogia judicial em face da conduta da operadora, a ausência de impugnação da parte adversa obsta qualquer reexame para além dos limites objetivos do recurso interposto. O Poder Judiciário, embora firme em sua missão de defesa da dignidade humana, deve manter-se fiel aos ditames legais, sendo o respeito aos limites recursais expressão de segurança jurídica e estabilidade procedimental. Assim, o valor fixado a título de indenização por danos morais deve ser mantido, não por equivaler de forma plena ao prejuízo suportado, mas porque o regramento processual veda sua majoração no presente contexto recursal. AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO AGRAVO EM RECURSO ESPECIAL. AÇÃO DE OBRIGAÇÃO DE FAZER. PLANO DE SAÚDE. MENOR DIAGNOSTICADA COM PARALISIA CEREBRAL. TRATAMENTO MULTIDISCIPLINAR. NECESSIDADE. LIMITAÇÃO DO NÚMERO DE SESSÕES. INVIABILIDADE. DANOS MORAIS. CABIMENTO. AGRAVO INTERNO DESPROVIDO. 1. "A jurisprudência desta Corte entende abusiva a cláusula contratual ou o ato da operadora de plano de saúde que importe em interrupção de terapia por esgotamento do número de sessões anuais asseguradas no Rol de Procedimentos e Eventos em Saúde da ANS (AgInt no AgInt no AREsp 1.696.364/SP, Relator Ministro MOURA RIBEIRO, Terceira Turma, DJe de 31/8/2022). 2. Superveniência de normas regulamentares de regência e de determinações da ANS que tornaram expressamente obrigatória a cobertura de número ilimitado de sessões para tratamento multidisciplinar com psicólogos, fonoaudiólogos, terapeutas ocupacionais e fisioterapeutas para os beneficiários de planos de saúde diagnosticados com qualquer doença ou condição de saúde listada pela Organização Mundial de Saúde, independentemente do método indicado pelo médico assistente (RN-ANS nº 541/2022). 3. No caso, o Tribunal a quo consignou ser incontroversa a necessidade de a paciente, com encefalopatia hipóxico isquêmica e atraso global de desenvolvimento, ser submetida às sessões de terapias multidisciplinares para o respectivo tratamento, de modo que a recusa do plano de saúde, na hipótese, mostra-se abusiva.

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	4. Consoante a jurisprudência do STJ, "a recusa indevida/injustificada, pela operadora de plano de saúde, em autorizar a cobertura financeira de tratamento médico a que esteja legal ou contratualmente obrigada, enseja reparação a título de dano moral, por agravar a situação de aflição psicológica e de angústia no espírito do beneficiário" (AgInt nos EDcl no REsp 1.963.420/SP, Relator Ministro MARCO AURÉLIO BELLIZZE, Terceira Turma, julgado em 14/2/2022, DJe de 21/2/2022). 5. Agravo interno a que se nega provimento. (AGINT NOS EDCL NO ARESP 2452538 / RJ AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO AGRAVO EM RECURSO ESPECIAL 2023/0284942-0, Rel. Min. RAUL ARAÚJO, DJE 02/05/2024). Sem maiores delongas, ante o quadro de fatos com vastas evidências e de direito muito bem fundamentadas, não restam dúvidas de que o inconformismo da apela nte não merece prosperar, assim, conheço do recurso para no mérito negar-lhe provimento, mantendo em todos os termos a senteça vergastada. Por derradeiro, considerando o art. 85, § 11, do CPC, bem ainda o tema repetitivo 1.059 do STJ (situação de total desprovimento recursal), majora os honorários em 5% do valor arbitrado em sentença em razão do resultado do apelo. É COMO VOTO. Fortaleza, data e hora informadas pelo sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora

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Número de ordem	9
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR

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Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Crédito Rural
Polo ativo	BANCO DO NORDESTE DO BRASIL SA
Advogado(s) - Polo ativo	MARITZZA FABIANE LIMA MARTINEZ DE SOUZA OLIVEIRA ROSSITER - (CE44562-S) HAROLDO WILSON MARTINEZ DE SOUZA JUNIOR - (PE20366-A) MARIZZE FERNANDA LIMA MARTINEZ DE SOUZA PACHECO - (CE44561-A)
Polo passivo	Antonio Abreu de Oliveira
Advogado(s) - Polo passivo	MONIQUE MENDES DE MELO CARVALHO - (CE32927-A) VICTOR CARLOS MADEIRO - (CE32928-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0003270-46.2013.8.06.0127 TIPO DO PROCESSO: APELAÇÃO EM AÇÃO DE EXECUÇÃO DE TÍTULO EXTRAJUDICIAL ORIGEM : VARA ÚNICA DA COMARCA DE MONSENHOR TABOSA APELANTE : BANCO DO NORDESTE DO BRASIL S/A APELADO : ANTONIO ABREU DE OLIVEIRA RELATORA: DESA. CLEIDE ALVES DE AGUIAR EMENTA: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. EXECUÇÃO DE CÉDULA DE CRÉDITO RURAL. PRESCRIÇÃO INTERCORRENTE. PRAZO PRESCRICIONAL TRIENAL. INÉRCIA DO EXEQUENTE. AUSÊNCIA DE MEDIDAS CONSTRITIVAS ÚTEIS. REITERAÇÃO DE DILIGÊNCIAS INFRUTÍFERAS. RECURSO DESPROVIDO. I. CASO EM EXAME 1. Apelação cível interposta por instituição financeira contra sentença que reconheceu a prescrição intercorrente e extinguiu a execução fundada em nota de crédito rural, com resolução de mérito, com base no art. 924, V, do CPC/2015. <p class="MsoBodyText" style="margin-top: 0cm;

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	margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; text-justify: inter-ideograph; line-height: 150%;"> 2. A parte exequente sustentou que não houve inércia em buscar a satisfação do seu crédito. II. QUESTÃO EM DISCUSSÃO 3. As questões em discussão consistem em: (i) saber se a promoção de diligências infrutíferas, com o objetivo de localizar bens penhoráveis e suficientes para a satisfação da dívida, durante extenso período, é apta a interromper o prazo prescricional; e (ii) saber se é necessária a intimação prévia do credor ou exequente para impulsionar o feito, antes do reconhecimento da prescrição. III. RAZÕES DE DECIDIR 4. Nos termos do art. 60 do Decreto-Lei nº 167/1967 c/c art. 70 do Decreto nº 57.663/1966 (Lei Uniforme de Genebra), o prazo prescricional para execução de cédula de crédito rural é de três anos. 5. A Súmula 150 do STF estabelece que prescreve a execução no mesmo prazo da ação. 6. A reiteração de pedidos de diligências infrutíferas, como buscas patrimoniais sem êxito, não afasta a inércia da parte exequente nem suspende ou interrompe a prescrição intercorrente, conforme jurisprudência consolidada do STJ (Tema 568) e do TJCE. 7. A intimação prévia do credor para movimentar o feito não é condição para o reconhecimento da prescrição intercorrente, mas deve ser garantido o contraditório quanto à sua ocorrência. 8. No caso, constatou-se ausência de atos efetivos de constrição por período superior a três anos, não havendo causas legais ou judiciais aptas a suspender ou interromper o curso da prescrição. IV. DISPOSITIVO E TESE 9. Recurso conhecido e desprovido. Tese de julgamento: “1. Aplica-se o prazo prescricional trienal à execução de cédula de crédito rural, nos termos do art. 60 do Decreto-Lei nº 167/1967 c/c art. 70 do Decreto nº 57.663/1966. 2. Diligências infrutíferas de localização de bens, sem constrição patrimonial efetiva, não suspendem nem interrompem o curso da prescrição intercorrente. 3. É desnecessária a intimação prévia do credor para o reconhecimento da prescrição intercorrente, desde que assegurado o contraditório quanto à sua ocorrência.” ACÓRDÃO Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado, do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em CONHECER DA APELAÇÃO PARA NEGAR-LHE PROVIMENTO, em conformidade com o presente voto. Presidente do Órgão

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	Julgador <span style="font-size: 12pt; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de apelação cível interposta por Banco do Nordeste do Brasil S/A contra sentença proferida pelo Juízo da Vara Única da Comarca de Monsenhor Tabosa (ID 18455520), que nos autos da ação de execução de título extrajudicial em epígrafe, proposta em face de Antonio Abreu de Oliveira, declarou extinta a ação com base no art. 487, II c/c 924, V, ambos do CPC. Eis excertos e dispositivo da sentença vergastada: (...) No caso em tela, o feito permaneceu sem movimentação útil, por mais de CINCO ANOS, sem considerar o período suspenso, tendo efetivamente operado a prescrição intercorrente sob o título sub judice. Ainda, nota-se que a execução foi iniciada em 2013, estando em tramitação há mais de 11 anos , s em que tenha tido êxito. Assim, para evitar a realização de atos processuais que possam vir a ser considerados nulos, no intuito de economia processual, não resta outra alternativa a este juízo que não seja a decretação da extinção do presente feito. Do exposto, declaro extinta a presente ação , por força do art. 924, V, c/c art. 487, II, ambos do Código de Processo Civil. Sem custas, ante a ocorrência da prescrição. (...) Embargos de declaração interpostos pelo Banco exequente (ID 18455522). Sentença rejeitando os embargos declaratórios (ID 18455524). Irresignado o Demandante apresentou apelação ao ID 18455528, aduzindo, em síntese, que: i) a nova regra sobre prescrição intercorrente, que dispensa a intimação do autor depois do lapso temporal de um ano da suspensão da

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	execução (por falta de bens), deve incidir apenas nas execuções propostas após a entrada em vigor do novo Código de Processo Civil; ii) a prescrição intercorrente somente deve ser aplicada nos casos de suspensão da ação quando o credor, regularmente intimado para cumprir uma diligência, não a cumpre, quedando-se inerte; iii) diante da postura diligente do apelante, não há que se falar em prescrição intercorrente na hipótese dos autos. Exortou, ao final, o acolhimento e provimento do apelo, com a finalidade de declarar nula a sentença recorrida, determinando a devolução dos autos ao juízo de piso a fim do feito ter o seu regular prosseguimento. A parte apelada não apresentou contrarrazões, conforme certificado ao ID 18455534. É o relatório. DECIDO. I. JUÍZO DE ADMISSIBILIDADE Em sede de juízo de admissibilidade, observa-se a presença de todos os requisitos necessários para o processamento e desenvolvimento válido do recurso de apelação. II. MÉRITO Trata-se de ação de execução de título extrajudicial ajuizada pelo Banco do Nordeste do Brasil, ora apelante, em 04 de junho de 2013, diante do inadimplemento do recorrido pelo não pagamento da quantia de R$ 17.044,59 (dezessete mil quarenta e quatro reais e cinquenta e nove centavos), proveniente da nota de crédito rural nº. OP-98/2113470344. As questões em discussão consistem em saber se a promoção de diligências infrutíferas, com o objetivo de localizar bens penhoráveis e suficientes para a satisfação da dívida, durante extenso período, é apta a interromper o prazo prescricional; e saber se é necessária a intimação prévia do credor ou exequente para impulsionar o feito, antes do reconhecimento da prescrição. Passa-se à análise pormenorizada do cenário processual. Decisão proferida pelo Juiz primevo em 11.06.2013 determinando a citação do executado para pagar a dívida, no prazo de três dias, sob pena de penhora (ID 18455328). Conforme certificado por Oficial de Justiça ao ID 18455331, o mandado de citação foi cumprido em 05.07.2013, contudo, o prazo decorreu sem que o executado, ora apelado, pagasse a dívida ou oferecesse bens à penhora, tampouco, foram encontrados bens passíveis de constrição judicial. Em agosto de 2013, o Banco exequente requereu a suspensão do feito com amparo na Lei 12.884/2013 (ID 18455334), vindo o pedido a ser deferido pelo Juiz primevo em decisão de ID 18455336, na qual realçou que tanto o processo quanto o prazo prescricional ficariam suspensos até 31.12.2014. O exequente pediu a manutenção da suspensão do processo, com base na prorrogação do prazo até 31/12/2015, determinada pela Lei nº 13.001/2014 (ID 18455339). O pedido foi acolhido por despacho do juiz de primeiro grau, proferido em 03/02/2015 (ID 18455391), mantendo-se suspensos o processo e o prazo prescricional até 31/12/2015. Sobreveio aos autos (ID 18455395) novo pedido de suspensão do feito, desta feita amparado na Medida Provisória nº 707/2015, que alterou o limite estabelecido pela Lei 12.844/2013 para 31/12/2016. Antes que fosse deliberado sobre o último pedido de

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	suspensão do feito, o Banco exequente peticionou nos autos requerendo o arresto de ativos financeiros do executado através do sistema BACENJUD (ID 18455398). Intimado a apresentar planilha do débito atualizada, o Banco exequente apresentou o documento aos IDs 18455414/18455416, após requerer, por duas vezes (IDs 18455405 e 18455407), a prorrogação do prazo inicialmente estabelecido pelo Juiz primevo (dez dias). O bloqueio de valores no BACENJUD (IDs 18455418/18455419) foi posteriormente desconstituído pelo juízo primevo, que considerou o valor bloqueado de expressão inócua frente à quantia objeto da execução (ID 18455431). Atendendo a pedido do Banco exequente (ID 18455436), o juízo primevo suspendeu o curso da ação de execução até 27.12.2018, o que fez com amparo nos art. 10, incisos I e II, da Lei 13.340/2018 (ID 18455437). Findo o prazo de suspensão, o exequente postulou a realização de buscas de bens em nome do executado nos sistemas RENAJUD e INFOJUD (ID 18455456). Após a juntada da planilha do débito atualizada (ID 18455463), o juízo de origem deferiu o pedido de busca de veículos ou imóveis em nome do executado. Na decisão interlocutória (ID 18455465), registrou que, se a pesquisa não identificasse bens, a parte exequente deveria ser intimada para indicar outros bens penhoráveis, no prazo de cinco dias. Também consignou que, decorrido esse prazo sem êxito na indicação ou sendo os bens indicados insuficientes para a satisfação do crédito, iniciaria automaticamente o prazo de suspensão de 1 (um) ano previsto no art. 921, III, do CPC. Afirmou ainda que o termo inicial da prescrição intercorrente será a ciência da primeira tentativa infrutífera de localização de bens penhoráveis, admitindo-se a suspensão por apenas uma vez, pelo prazo máximo citado (§ 4º do art. 921 do CPC). A busca realizada no sistema RENAJUD localizou um único veículo em nome do executado, descrito como motocicleta da marca Honda, modelo CG 125 Titan, ano 1998 (ID 18455467). Instado a se manifestar, o Banco exequente requereu a penhora do veículo localizado em nome do executado (ID 18455473), sendo o pedido deferido ao ID 18455476, contudo, conforme certificado ao ID 18455479, o Oficial de Justiça deixou de proceder com a penhora e avaliação do bem em razão do executado ter informado que havia vendido o veículo há vários anos. Inobstante o veículo não ter sido encontrado na posse do executado, foi realizado o bloqueio de circulação do referido bem através do sistema eletrônico RENAJUD (ID 18455482). Acolhendo pedido do Banco exequente (ID 18455490), o juízo primevo determinou que fossem feitas buscas de valores via sistemas SISBAJUD e INFOJUD (ID 18455491). Houve bloqueio de valores no sistema BACENJUD, conforme demonstra o detalhamento de ordem judicial de bloqueio de valores juntado ao ID 18455500, contudo, por decisão proferida ao ID 18455503, o juízo primevo acolheu a impugnação à penhora oferecida pelo executado ao ID 18455498, para reconhecer a impenhorabilidade das quantias constritas nas contas bancárias em face do seu caráter alimentar. Em 27.05.2024 o Banco exequente requereu novo bloqueio de bens nos sistemas RENAJUD e INFOJUD (ID 18455510), o qual foi rejeitado pelo Juiz primevo, em razão do resultado infrutífero das pesquisas realizadas anteriormente. Intimada para se manifestar acerca da possível prescrição intercorrente, a Parte exequente aduziu que em momento algum fora negligente ou demonstrou desinteresse no feito, razão pela qual não deveria incidir a prescrição intercorrente (ID 18455519). <p class="MsoNormal" style="margin-bottom:

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	8.0pt; text-align: justify; text-justify: inter-ideograph; text-indent: 2.0cm; line-height: 200%;">Por sentença proferida em 11.09.2024, o Juiz primevo declarou extinta a ação de execução, reconhecendo a configuração da prescrição intercorrente, sob o argumento de que o feito havia permanecido por mais de 05 (cinco) anos sem movimentação útil. Diante desse cenário processual, registre-se que o prazo prescricional da ação de execução com base em cobrança de dívidas líquidas constantes de instrumento público ou particular é de 5 (cinco) anos, nos termos do art. 206, § 5º, inciso I, do Código Civil. Todavia, em se tratando de dívida respaldada em cédula de crédito rural (Cédula Rural Pignoratícia, Cédula Rural Hipotecária, Nota de Crédito Rural), a sua pretensão executiva é trienal, de acordo com o art. 60 do Decreto-Lei n. 167/67 c/c art. 70 do Decreto n. 57.663/66 (Lei Uniforme de Genebra). Nesse sentido a jurisprudência do STJ. Vejamos: AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO RECURSO ESPECIAL. AÇÃO DECLARATÓRIA DE INEXIGIBILIDADE DE DÍVIDA. OFENSA A DISPOSITIVOS DA LEI 9.784/99. VÍCIO DE FUNDAMENTAÇÃO. SÚMULA 284/STF. ALEGAÇÃO, NO APELO, DISSOCIADA DA REALIDADE DOS AUTOS. SÚMULA 284/STF. CÉDULA DE PRODUTO RURAL PRESCRITA. PRETENSÃO DE COBRANÇA. PRESCRIÇÃO. 5 ANOS. SÚMULA 83/STJ. AGRAVO INTERNO IMPROVIDO. 1. A alegação de ofensa aos arts. 2º, 26, § 1º, VI, § 5º, 27, 48, 50, I e § 1º, da Lei 9.784/99, sem indicar por que, na espécie, a Administração Pública (Banco Central do Brasil) teria violado o dever de motivar seus atos, constitui alegação genérica, incapaz de evidenciar o malferimento da lei federal invocada, incidindo o óbice da Súmula 284/STF. 2 . Nos termos da jurisprudência desta Corte, "[t]ratando-se de dívida oriunda de cédula de crédito rural pignoratícia, a pretensão de cobrança do crédito é quinquenal, nos termos do art. 206, § 5º, inciso I, do Código Civil, mas, por força da legislação aplicável à cambial, a sua pretensão executiva é trienal, de acordo com o art. 60 do Decreto-Lei n. 167/67 c/c art. 70 do Decreto n. 57.663/66" (AgInt no REsp 1.880.086/TO, Relatora Ministra Maria Isabel Gallotti, Quarta Turma, julgado em 8/3/2021, DJe de 11/3/2021). 3. Agravo interno improvido. (AgInt nos EDcl no REsp n. 1.715.493/PR, relator Ministro Raul Araújo, Quarta Turma, julgado em 11/9/2023, DJe de 14/9/2023.) AGRAVO INTERNO NO RECURSO ESPECIAL. DIREITO CIVIL E PROCESSUAL CIVIL. EMBARGOS À EXECUÇÃO. TERMO DE CONFISSÃO DE DÍVIDA DECORRENTE DE CÉDULA DE CRÉDITO RURAL HIPOTECÁRIA. PRESCRIÇÃO TRIENAL. DATA DO VENCIMENTO INDICADO NO TÍTULO. PRECEDENTES. AGRAVO DESPROVIDO. (AgInt no REsp n. 1.583.880/SE, relator Ministro Paulo de Tarso Sanseverino, Terceira Turma, julgado em 24/9/2018, DJe de 2/10/2018.) Em caoses semelhantes ao dos presentes autos, esta e. Corte tem decidido no mesmo sentido: PROCESSO CIVIL. APELAÇÃO CÍVEL. EXECUÇÃO EXTRAJUDICIAL. CÉDULA RURAL. PRESCRIÇÃO INTERCORRENTE TRIENAL. VERIFICADA. DESÍDIA DO CREDOR. CONFIGURADA. AÇÃO QUE TRAMITA HÁ 25 ANOS. RECURSO

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	CONHECIDO E NÃO PROVIDO. SENTENÇA MANTIDA, I. CASO EM EXAME 1) Apelação cível interposta pelo Banco do Nordeste do Brasil S/A contra sentença que extinguiu a execução de cédula de crédito bancário por prescrição intercorrente, com fulcro no art. 924, V, do CPC. 2) A sentença reconheceu a prescrição intercorrente em razão da inércia do exequente entre 13/05/2004 a 22/08/2013, períodos que superaram o prazo trienal para cobrança. 3) O apelante sustenta que a execução foi proposta sob a vigência do CPC/1973, alegando a necessidade de intimação pessoal para a fluência do prazo prescricional, e que as suspensões processuais concedidas com base nas Leis nº 12.844/2013 e subsequentes, impediriam o reconhecimento da prescrição intercorrente. II. QUESTÃO EM DISCUSSÃO 2. A questão em discussão consiste em: (i) saber se é aplicável o prazo prescricional trienal à execução da cédula de crédito bancário; (ii) verificar se as suspensões processuais posteriores ao período de inércia afastam a prescrição intercorrente. III. RAZÕES DE DECIDIR 3. Consoante Súmula 150 do Supremo Tribunal Federal, "prescreve a execução no mesmo prazo de prescrição da ação". No presente acaso, a execução encontra-se lastreada na Cédula Rural Pignoratícia e Hipotecária, cuja pretensão executiva é trienal, de acordo com o art. 60 do Decreto-Lei n. 167/67 c/c art. 70 do Decreto n. 57.663/66 (Lei Uniforme de Genebra). 4. Com a finalidade de pôr fim às divergências jurisprudenciais em relação ao termo inicial da prescrição intercorrente, nas execuções regidas pelo CPC/73, a 2ª Seção do Superior Tribunal de Justiça, no Incidente de Assunção de Competência IAC n. 1/STJ, instaurado no julgamento do Recurso Especial n. 1.604.412/SC, sob a relatoria do ministro Marco Aurélio Bellizze, firmou as seguintes teses: (...)1.2 O termo inicial do prazo prescricional, na vigência do CPC/1973, conta-se do fim do prazo judicial de suspensão do processo ou, inexistindo prazo fixado, do transcurso de um ano (aplicação analógica do art. 40, § 2º, da Lei 6.830/1980). 5. No caso concreto, a suspensão do feito foi determinada à fl. 137, em 13/05/2003. A suspensão durou até 13/05/2004, quando então o feito passou ao arquivo provisório onde passou-se a contar o prazo prescricional de 3 anos, que finalizou em 13/05/2007. Inobstante isso, somente aos 26/09/2013, o exequente compareceu aos autos, requerendo a suspensão do feito, com base na Lei nº 12.844/2013. Assim, verifica-se que, embora se trate de dívida oriunda de crédito rural, e haja legislações específicas a respeito da suspensão dos prazos prescricionais para cobrança de tais dívidas, a prescrição já havia ocorrido. 6. O entendimento está alinhado à jurisprudência do TJCE, que reconhece a prescrição trienal nas execuções de cédula de crédito bancário. Precedentes. IV. DISPOSITIVO E TESE 7. Apelação cível conhecida e desprovida, mantendo a sentença que declarou a prescrição intercorrente e extinguiu a execução com resolução de mérito. Tese de julgamento: ¿A cédula de crédito bancário sujeita-se ao prazo prescricional trienal previsto no art. 206, § 3º, VIII, do CC, não sendo afastada a prescrição intercorrente por suspensões processuais posteriores à inércia do exequente.¿ Dispositivos relevantes citados: CC, art. 206, § 3º, VIII; CPC/2015, art. 924, V; Lei Uniforme de Genebra (Decreto nº 57.663/1966), arts. 70 e 77; Lei nº 10.931/2004, art. 44. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e negar provimento ao recurso interposto, nos termos do voto do relator. Fortaleza, data da assinatura digital. EVERARDO LUCENA SEGUNDO Presidente do Órgão Julgador DESEMBARGADOR PAULO AIRTON ALBUQUERQUE FILHO Relator (Apelação Cível - 0002879-51.2000.8.06.0126, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 26/03/2025, data da publicação: 27/03/2025) DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. EXECUÇÃO DE TÍTULO EXTRAJUDICIAL. NOTA DE CRÉDITO RURAL. PRESCRIÇÃO INTERCORRENTE. PRAZO TRIENAL, CONFORME ARTIGO 206, § 3º, VIII, E ART. 70 C/C O ART. 77, AMBOS DA LEI UNIFORME DE GENEBRA (DECRETO N. 57.663/66). DESÍDIA DA PARTE EXEQUENTE. AUSÊNCIA DE MEDIDAS EFETIVAS DE CONSTRIÇÃO. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 1. Cinge-se a controvérsia em examinar o acerto ou desacerto da sentença recorrida, que extinguiu o processo, com resolução de mérito, com esteio no artigo 924, inciso V, do Código de Processo Civil por entender que o exequente não adotou providências necessárias para viabilizar o regular andamento do feito, tendo, assim, ocorrido ao fenômeno da prescrição. 2. É cediço que a prescrição intercorrente terá lugar quando demonstrada a inércia do exequente em dar prosseguimento ao feito executivo e quando decorrido todo o lapso temporal previsto para o prazo prescricional do direito material discutido. 3. No que se refere à pretensão de cobrança de dívida líquida constante em instrumento particular, aplicável ao caso o prazo prescricional de 03 (três) anos, nos termos do artigo 70º, da Lei Uniforme de

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	Genebra e no atual artigo 206, §3º, inciso VIII, do Código Civil. 4. Na espécie, observa-se que foi exatamente isso que aconteceu, conforme os documentos colacionados às fls. 29, 45, 63/64, 68, 99, 111, 119 e 145, em que se comprova que o feito permaneceu paralisado por quase 18 (dezoito) anos, sem que tenha havido qualquer medida efetiva de localização de bens suficientes dos executados e para o adimplemento da dívida, visto que o autor restringiu-se, tão somente a apresentar, em suma, sucessivos pedidos de suspensão processual. 5. Ratifico, ainda, o entendimento adotado pelo magistrado originário, porquanto encontra-se em conformidade com a legislação e jurisprudência atualizadas. Por conseguinte, entendo que a sentença objurgada não merece nenhum reparo. 6. Recurso conhecido e desprovido. ACÓRDÃO Vistos, relatados e discutidos os autos em que são partes as acima indicadas, acordam os Desembargadores integrantes da 3ª Câmara de Direito Privado do Tribunal de Justiça do Ceará, por unanimidade, pelo conhecimento e desprovimento do Apelatório, nos termos do voto do Relator. Fortaleza, data e hora pelo sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator (Apelação Cível - 0001542-23.2003.8.06.0158, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA, 3ª Câmara Direito Privado, data do julgamento: 26/02/2025, data da publicação: 26/02/2025) Oportuno mencionar o enunciado da Súmula 150 do STF, in verbis : “Prescreve a execução no mesmo prazo de prescrição da ação”. Portanto, se o prazo prescricional aplicável à pretensão executiva da cédula de crédito rural é de 03 (três) anos, a prescrição intercorrente ocorre em igual prazo. In casu, observa-se que decorridos mais de dez anos da citação do devedor, nenhuma informação veio aos autos a respeito da localização de bens patrimoniais passíveis de penhora. De toda sorte, ao longo da instrução processual ocorreram diligências para a localização de bens e valores passíveis de constrição judicial, tais como a expedição de mandado de penhora e avaliação e a realização de pesquisas nos sistemas BACENJUD, RENAJUD e INFOJUD, todas com resultado infrutífero. Nos termos do § 4º do art. 921 do CPC/15, o termo inicial da prescrição intercorrente será a data da ciência da primeira tentativa infrutífera de localização do devedor ou de bens penhoráveis, e será suspensa, por uma única vez, pelo prazo máximo de 01 (um) ano. Contudo, quanto ao termo inicial da prescrição, o regramento previsto no § 4º do art. 921 não se aplica ao caso dos autos, em razão da regra de transição prevista no art. 1.056 do CPC/2015, que assim dispõe: Art. 1.056. Considerar-se-á como termo inicial do prazo da prescrição prevista no art . 924, inciso V , inclusive para as execuções em curso, a data de vigência deste Código. Acentue-se que na data de entrada em vigor do Novo Código de Processo Civil – 18.03.2016 –, o processo de execução e o prazo prescricional estavam suspensos em decorrência da Medida Provisória nº 707/2015, que prorrogou o prazo previsto na Lei nº 12.844/2013 até 31.12.2016. Diante dessa circunstância, o prazo da prescrição intercorrente começou em 02.01.2017, após o fim do período de suspensão previsto na Medida Provisória nº 707/2015.

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	Nos termos da Lei nº 13.606/2018, que modificou disposições da Lei nº 13.340/2016, o prazo prescricional foi suspenso entre 10.01.2018 e 27.12.2018. A suspensão consta do despacho judicial registrado nos IDs 18455437/18455438. Ora, decorrido o prazo de 01 ano de suspensão e não sendo localizado bens passíveis de penhora, após a oitiva prévia da Parte Exequente, a prescrição intercorrente poderá ser reconhecida de ofício pelo Juízo. Ressalte-se, nesse ponto, que segundo a jurisprudência do Superior Tribunal de Justiça não é necessária a intimação prévia do credor para dar andamento ao processo. No entanto, o Juiz deve garantir que o credor possa se manifestar sobre a prescrição intercorrente, em respeito ao princípio do contraditório. Vejamos: DIREITO PROCESSUAL CIVIL. AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO AGRAVO EM RECURSO ESPECIAL. CUMPRIMENTO DE SENTENÇA. PRESCRIÇÃO INTERCORRENTE. CONTRADITÓRIO NÃO OPORTUNIZADO. AGRAVO INTERNO PROVIDO PARA DAR PROVIMENTO AO RECURSO ESPECIAL. 1. O entendimento jurisprudencial da Segunda Seção do Superior Tribunal de Justiça, firmado por ocasião do julgamento do REsp 1.604.412/SC, em 27/6/2018, afirma que é desnecessária a intimação prévia do credor para dar andamento ao processo, em caso de eventual reconhecimento, de ofício, da prescrição intercorrente, cabendo ao julgador, em respeito ao contraditório, assegurar-lhe oportunidade de apresentar defesa quanto à eventual ocorrência de fatos impeditivos, interruptivos ou suspensivos da prescrição, mas não para promover extemporaneamente o andamento do processo. 2. A ausência de intimação do credor antes da extinção da ação por prescrição intercorrente constitui violação ao princípio do contraditório, o que demanda a nulidade do ato processual que decretou a prescrição sem garantir essa oportunidade. 3. Agravo interno provido para dar provimento ao recurso especial. (AgInt nos EDcl no AREsp n. 1.564.369/PR, relator Ministro João Otávio de Noronha, Quarta Turma, julgado em 4/11/2024, DJe de 6/11/2024.) AGRAVO INTERNO NO AGRAVO INTERNO NO AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO AGRAVO EM RECURSO ESPECIAL. CUMPRIMENTO DE SENTENÇA. CPC/1973. PRESCRIÇÃO INTERCORRENTE. 1. A prescrição intercorrente tem início após o prazo judicial fixado de suspensão do processo ou, não havendo fixação, em um ano após seu arquivamento, não sendo mais necessária a prévia intimação do exequente para dar andamento ao processo. 2. Agravo interno não provido. (AgInt no AgInt no AgInt nos EDcl no AREsp n. 2.440.418/SP, relator Ministro Ricardo Villas Bôas Cueva, Terceira Turma, julgado em 11/11/2024, DJe de 14/11/2024.) Assim, embora a instituição financeira tenha se manifestado quando solicitada, o processo ficou sem andamento útil por um longo período. <span style="font-size:

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	medium;">Constata-se que, já na vigência do novo CPC, o processo permaneceu sem movimentação útil por mais de quatro anos, excluídos os períodos de suspensão, ultrapassando o prazo da prescrição trienal. Durante esse período, não foram localizados bens penhoráveis, nem ocorreu qualquer ato ou fato jurídico capaz de suspender ou interrompesse a prescrição. Importante esclarecer que, embora o Banco do Nordeste do Brasil tenha, no período em questão, solicitado novas tentativas de bloqueios de bens nos sistemas RENAJUD e INFOJUD, o entendimento consolidado na jurisprudência é de que o simples pedido de reiteração de buscas patrimoniais, sem resultado efetivo, não descaracteriza a inércia do credor. Para afastar a prescrição intercorrente, é necessário que haja constrição efetiva de bens penhoráveis, o que não ocorreu no caso concreto. Neste sentido, julgamento do REsp Repetitivo nº 1.340.553/RS - Tema 568/STJ: A efetiva constrição patrimonial e a efetiva citação (ainda que por edital) são aptas a interromper o curso da prescrição intercorrente, não bastando para tal o mero peticionamento em juízo, requerendo, v. g., a feitura da penhora sobre ativos financeiros ou sobre outros bens. No mesmo sentido, o TJ/CE: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. EXECUÇÃO DETÍTULO EXTRAJUDICIAL. CÉDULA DE CRÉDITO BANCÁRIO. PRESCRIÇÃO INTERCORRENTE. PRAZO TRIENAL, CONFORME ARTIGO 206, § 3º, VIII, E ART. 70 C/C O ART. 77, AMBOS DA LEI UNIFORME DE GENEBRA (DECRETO N. 57.663/66). DESÍDIA DA PARTE EXEQUENTE. AUSÊNCIA DE MEDIDAS EFETIVAS DE CONSTRIÇÃO ENTRE 2011 A 2024. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 1. Cinge-se a controvérsia em examinar o acerto ou desacerto da sentença recorrida, que extinguiu o processo, com resolução de mérito, com esteio no artigo 487, II, c/c artigo 924, inciso V, ambos do Código de Processo Civil por entender que o exequente não adotou providências necessárias para viabilizar o regular andamento do feito, tendo, assim, ocorrido ao fenômeno da prescrição. 2. É cediço que a prescrição intercorrente terá lugar quando demonstrada a inércia do exequente em dar prosseguimento ao feito executivo e quando decorrido todo o lapso temporal previsto para o prazo prescricional do direito material discutido. 3 . No que se refere à pretensão de cobrança de dívida líquida constante em instrumento particular, aplicável ao caso o prazo prescricional de 03 (três) anos, nos termos do artigo 70º, da Lei Uniforme de Genebra e no atual artigo 206, §3º, inciso VIII, do Código Civil. 4. Na espécie, observa-se que foi exatamente isso que aconteceu, conforme os documentos colacionados às fls. 33, 35, 135,145,149, em que se comprova que o feito permaneceu paralisado entre o ano de 2011 até 2024, sem que tenha havido qualquer medida efetiva de localização de bens suficientes dos executados e para o adimplemento da dívida. 5. Ratifico, ainda, o entendimento adotado pelo magistrado originário, porquanto encontra-se em conformidade com a legislação e jurisprudência atualizadas. Por conseguinte, entendo que a sentença objurgada não merece nenhum reparo. 6. Recurso conhecido e desprovido. ACÓRDÃO Vistos, relatados e discutidos os autos em que são partes as acima indicadas, acordam os Desembargadores integrantes da 3ª Câmara de Direito Privado do Tribunal de Justiça do Ceará, por unanimidade, pelo conhecimento e desprovimento do Apelatório, nos termos do voto do Relator. Fortaleza, data e hora pelo sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator (Apelação Cível - 0000825-34.2000.8.06.0055, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA, 3ª Câmara Direito Privado, data do julgamento: 04/12/2024, data da publicação: 04/12/2024) APELAÇÃO CÍVEL. A ÇÃO DE EXECUÇÃO DE TÍTULO EXTRAJUDICIAL. PRESCRIÇÃO INTERCORRENTE. OCORRÊNCIA. DILIGÊNCIAS INFRUTÍFERAS NÃO SUSPENDEM NEM INTERROMPEM A

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	PRESCRIÇÃO. APELO CONHECIDO E IMPROVIDO. 1. De conformidade com a Súmula 150 do STF: "Prescreve a execução no mesmo prazo de prescrição da ação". 2. A prescrição intercorrente é o instituto jurídico destinado a sancionar a inércia do credor que deixa de promover os atos que lhe competem para garantir a efetividade da execução e a satisfação de seu crédito. Sua finalidade é impedir a eternização do processo e a imprescritibilidade da dívida executada, tornando definitivo o estado das coisas em prol da segurança e estabilidade das relações jurídicas. 3. Ademais, convém destacar que os reiterados requerimentos de novas diligências ao juízo de origem com o fito de localizar bens do devedor passíveis de penhora não têm o condão de interromper ou suspender a prescrição intercorrente. 4. Esclareça-se, ainda, que a extinção ocorreu pelo reconhecimento da prescrição intercorrente, e não por abandono da causa, sendo inclusive causa objetiva que independe da diligência do credor. 5. Dessa forma, constata-se que já transcorreu prazo superior ao previsto para a pretensão executiva de 5 anos, sem que houvesse localização de bens suficientes para satisfação de uma possível penhora. 6. Apelo conhecido e improvido. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos de apelação cível nº 0000875-64.2002.8.06.0128, em que figuram as partes acima indicadas, acordam os Desembargadores integrantes da 2ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por votação unânime, em conhecer do recurso interposto, mas para negar-lhe provimento, em conformidade com o voto do eminente relator. Fortaleza, 15 de março de 2023 INACIO DE ALENCAR CORTEZ NETO Presidente do Órgão Julgador DESEMBARGADOR CARLOS ALBERTO MENDES FORTE Relator. (TJ-CE - AC: 00008756420028060128 Morada Nova, Relator: CARLOS ALBERTO MENDES FORTE, Data de Julgamento: 15/03/2023, 2ª Câmara Direito Privado, Data de Publicação: 16/03/2023) DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE EXECUÇÃO DE TÍTULO EXTRAJUDICIAL. CÉDULA DE CRÉDITO INDUSTRIAL. PRAZO TRIENAL. PRESCRIÇÃO INTERCORRENTE. OCORRÊNCIA. SUSPENSÕES DO FEITO REQUERIDAS PELO AUTOR. FEITO PARALISADO POR QUASE NOVE ANOS SEM ATOS EFETIVOS DESTINADOS AO ANDAMENTO PROCESSUAL. DILIGÊNCIAS INFRUTÍFERAS PARA LOCALIZAÇÃO DE BENS DAS DEVEDORAS, NO CURSO DA DEMANDA, NÃO SUSPENDEM NEM INTERROMPEM A PRESCRIÇÃO. ENTENDIMENTO FIRMADO PELO STJ. CONTRADITÓRIO RESPEITADO. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. I. CASO EM EXAME 1. Cinge-se a controvérsia recursal em saber se houve ou não a incidência de prescrição intercorrente na ação executiva em trâmite nestes fólios. II. QUESTÃO EM DISCUSSÃO 2. Há uma questão em discussão: saber se houve a prescrição intercorrente após a última suspensão do processo; III. RAZÕES DE DECIDIR 3. A parte exequente teve ciência da não localização de bens desde 06/12/2004, consoante comprovante de AR juntado às fls. 75 e decurso de prazo para manifestação às fls. 77. 4. O prazo de três anos da prescrição deve ser contado um ano (prazo da suspensão prevista no art. 921 do CPC) após a efetiva ciência da primeira tentativa infrutífera de localização de bens. 5. Na situação fática posta em deslinde, vejo, através das petições de fls. 83;93/94;134 e 158, que o exequente/apelante formulou pedidos de suspensão do feito, que ocorreram nos períodos de dez/2005 a nov/2006, abr/2008 a ago/2014 e mai/2016 a mar/2018. 6. Desse modo, transcorreram, após a última suspensão, quase 07 (sete) anos sem efetiva constrição de bens ou valores. 7. Por conseguinte, diante da ausência de localização de bens penhoráveis por prazo superior ao de prescrição do direito material de 03 (três) anos, não há razões para a reforma da sentença 8. Nesse contexto, portanto, agiu com acerto e aprumo o Magistrado a quo ao pronunciar a prescrição intercorrente. IV. DISPOSITIVO E TESE 9. Recurso conhecido e desprovido. Tese de julgamento: ¿ Em consonância com o entendimento consolidado do STJ, as reiterações de diligências infrutíferas para a localização de bens do devedor, no curso da demanda, não suspendem nem interrompem a prescrição.¿ ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em unanimidade de votos, em conhecer do presente recurso, mas para negar-lhe provimento, nos termos do voto do Relator. Fortaleza, data da assinatura digital JOSÉ RICARDO VIDAL PATROCÍNIO Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator (Apelação Cível - 0000341-08.2003.8.06.0154, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 16/04/2025, data da publicação: 16/04/2025) <span style="font-size:

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	medium;">Sabe-se que a prescrição intercorrente tem por objetivo sancionar a inércia do credor que deixa de adotar as medidas necessárias à efetividade da execução e à satisfação de seu crédito. Busca-se, com isso, evitar que o processo se prolongue indefinitivamente e a imprescritibilidade da dívida executada, promovendo segurança jurídica e estabilidade nas relações. Tal instituto se aplica quando estão presentes dois requisitos, quais sejam, o comportamento desidioso do credor ou exequente e o transcurso de prazo superior ao da prescrição do direito material. Ambos os elementos estão presentes no caso, conforme reconhecido na sentença de primeiro grau. Portanto, transcorrido lapso superior a 03 anos, sem a incidência de causa de suspensão ou de interrupção da prescrição, agiu acertadamente o Juiz a quo reconhecendo a ocorrência da prescrição intercorrente, decretando a extinção da execução. Do exposto, conheço do recurso, mas para negar-lhe provimento, mantendo-se inalterada a sentença vergastada. É como voto. Fortaleza, data e hora do sistema. <span style="font-size: 12pt; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora

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Número de ordem	10
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Cartão de Crédito
Polo ativo	BANCO BMG SA
Advogado(s) - Polo ativo	MARINA BASTOS DA PORCIUNCULA BENGHI - (CE32401-A) ROBERTA DA CAMARA LIMA CAVALCANTI - (CE54140-A)
Polo passivo	FRANCISCA ANELIA DE LIMA
Advogado(s) - Polo passivo	FRANCISCO EVERTON BEZERRA LOPES - (CE44908-A)
Terceiros	Não informado

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Acordão	<p style="text-align: center;"> <img src="

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	windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">I. QUESTÃO EM EXAME <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">1. Trata-se de Agravo Interno interposto pelo Banco BMG S/A, visando a reforma da decisão monocrática proferida por esta Relatoria que negou provimento à apelação da empresa ré. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">II. CASO EM DISCUSSÃO <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">2. No caso em tela, cinge-se a controvérsia recursal em saber se restou configurada a responsabilidade civil da instituição financeira e a sua condenação por danos morais e materiais. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">III. RAZÕES DE DECIDIR <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">3. É cediço, na jurisprudência, que, em se tratando de relação jurídica entre Instituição Financeira e consumidor de serviços bancários, presumem-se verídicos os fatos alegados pela parte autora, desde que ausentes: a) prova do contrato; b) o comprovante de transferência para conta do consumidor dos valores referentes ao negócio jurídico. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Compulsando atentamente os autos, impõe-se reconhecer que a demandada não cumpriu satisfatoriamente com o ônus processual acerca da regularidade dos descontos questionados, vez que não juntou qualquer contrato ou prova da solicitação dos serviços por parte da demandante. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Assim, observa-se que houve por caracterizada a falha na prestação do serviço, na medida em que o banco não demonstrou, na condição de fornecedor do serviço adquirido, a regular contratação do empréstimo. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 6. Desse modo, em razão da falha na prestação do serviço, não há outro caminho que não seja considerar a irregularidade da contratação decorrente da responsabilidade objetiva do fornecedor, respaldada no art. 14 do CDC e <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 186 e 927 do Código Civil Brasileiro. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 7. Acerca da restituição do indébito, adota-se o atual posicionamento do Superior Tribunal de Justiça, fixado no recuso repetitivo paradigma (<span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676608/RS). <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">8. Quanto aos danos morais, entendo razoável a fixação da condenação no valor de R$ 3.000,00 (cinco mil reais) a título de indenização por danos morais em virtude dos descontos indevidos, mostrando tal valor adequado e razoável para atender às funções pedagógica e punitiva da indenização, ao ponderar que inexiste peculiaridades no caso concreto que possam motivar a sua redução, estando inclusive o valor arbitrado em patamar inferior ao que vem sendo aplicado por esta Câmara de Direito Privado. Precedentes. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">IV. DISPOSITIVO <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">9. Recurso conhecido e desprovido. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px

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	0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT" xml:lang="PT">Jurisprudência relevante citada: <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT" xml:lang="PT">TJCE <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT" xml:lang="PT">Apelação Cível - 0201046-03.2023.8.06.0160, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family:

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-webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025 <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-

Processo	0200223-08.2024.8.06.0091
	serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">RELATOR <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">RELATÓRIO <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman",

Processo	0200223-08.2024.8.06.0091
	"Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">Trata-se de Agravo Interno interposto pelo Banco BMG S/A, visando a reforma da decisão monocrática proferida por esta Relatoria, que negou provimento à apelação interposta pela ré, ora agravante, em Ação Declaratória de Nulidade de Negócio Jurídico c/c Pedido de Repetição de Indébito e Indenização por Danos Morais, ajuizada por Francisca <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Anelia <span class="NormalTextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">de Lima. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174

Processo	0200223-08.2024.8.06.0091
	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Irresignado, o banco requerido interpôs o presente recurso pugnando pelo reconhecimento regularidade do contrato de empréstimo consignado realizado pela parte autora, requerendo o não cabimento da devolução em dobro das parcelas debitadas e pela ausência de danos morais. Por fim, requer o conhecimento e o provimento do recurso apresentado. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="EOP

Processo	0200223-08.2024.8.06.0091
	SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">VOTO <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Presentes os requisitos de admissibilidade, conheço do recurso interposto. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">No caso em tela, cinge-se a controvérsia recursal em saber se restou configurada a responsabilidade civil da instituição financeira e a sua condenação por danos morais e materiais <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Nesse contexto, incumbe ressaltar que a relação entre as partes é, de fato, consumerista, uma vez que a parte autora/apelante é destinatária final dos serviços oferecidos pelo réu/apelante, e a atividade bancária é considerada serviço para os fins legais. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-

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	color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, o artigo 3º, § 2º, do Código de Defesa do Consumidor, inclui, expressamente, a atividade bancária no seu conceito de serviço. Sobre o tema, o Superior Tribunal de Justiça editou a Súmula nº 297, que dispõe: “ <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">O Código de Defesa do Consumidor é aplicável às instituições financeiras <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">”. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Dito isso, e considerando a impossibilidade de a parte autora constituir prova negativa da relação jurídica, compete à instituição financeira requerida, ora apelada, trazer aos autos documentos hábeis a demonstrar a regularidade da relação contratual contestada na exordial, nos termos do artigo 373, II, do Código de Processo Civil. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

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	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É cediço, na jurisprudência, que, em se tratando de relação jurídica entre Instituição Financeira e consumidor de serviços bancários, presumem-se verídicos os fatos alegados pela parte autora, desde que ausentes: a) prova do contrato; b) o comprovante de transferência para conta do consumidor dos valores referentes ao negócio jurídico. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Compulsando atentamente os autos, impõe-se reconhecer que a demandada não cumpriu satisfatoriamente com o ônus processual acerca da regularidade dos descontos questionados, vez que não juntou qualquer contrato ou prova da solicitação dos serviços por parte da demandante. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Desse modo, em razão da falha na prestação do serviço, não há outro caminho que não seja considerar a irregularidade da contratação decorrente da responsabilidade objetiva do fornecedor, respaldada no art. 14 do CDC e <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 186 e 927 do Código Civil Brasileiro. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Nesse sentido, colho julgados desta <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Eg <span class="NormalTextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; 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	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">. Corte de Justiça: <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO. CONTRATO DE CARTÃO DE CRÉDITO. AUSÊNCIA DE PROVA DA REGULARIDADE DA CONTRATAÇÃO. FALHA NA PRESTAÇÃO DO SERVIÇO. INCIDÊNCIA DA SÚMULA Nº 479 DO STJ. NEGATIVAÇÃO INDEVIDA. DANO MORAL CONFIGURADO. RECURSO PROVIDO. 1. In <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , observa-se que houve por caracterizada a falha na prestação do serviço, pois a instituição financeira não demonstrou, na condição de fornecedor do serviço adquirido, a regular contratação do cartão de crédito, sobretudo porque não juntou o instrumento contratual que afirma ter sido firmado pela parte apelante. 2. Em sede de contestação, a recorrida apenas apresentou uma colagem de tela de seu sistema (fl. 74) e um extrato bancário (fls. 94), ambos destituídos de força probante, pois não se pode aferir, somente a partir de tais imagens, a existência ou não da regular contratação entre as partes. 3. Desta forma, não pode a instituição financeira demandada simplesmente afirmar que o contrato é válido para comprovar o alegado, pois deveria ter produzido prova para tanto, nos termos da obrigação disposta no artigo 373, II, do CPC/15, motivo pelo qual a sentença vergastada não merece prosperar. 4. É importante destacar ainda que as instituições financeiras respondem objetivamente pelos danos ocorridos decorrentes de fraudes no âmbito de suas operações, conforme dispõe a Súmula nº 479 do Superior Tribunal de Justiça. 5. Ademais, diante da clara falha na prestação do serviço e considerando que foi gerada uma negativação indevida em nome do recorrente, é de se observar que o fato causou à parte apelante gravame que sobeja a esfera do aborrecimento. Cabível, portanto, a reparação por danos morais. 6. Nessas circunstâncias, tem-se adequado fixar a compensação pecuniária em R$ 5.000,00 (cinco mil reais), valor este que se mostra razoável e proporcional, atendendo às circunstâncias do caso, e considerando a natureza da conduta e as consequências do ato. 7. Recurso provido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso, para dar-lhe provimento, nos termos do voto do relator. Fortaleza, 12 de julho de 2023 INACIO DE ALENCAR CORTEZ NETO Presidente do Órgão Julgador DESEMBARGADOR CARLOS ALBERTO MENDES FORTE Relator (Apelação Cível - 0210029-17.2022.8.06.0001, Rel. Desembargador(a) CARLOS ALBERTO MENDES

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	FORTE, 2ª Câmara Direito Privado, data do julgamento: 12/07/2023, data da publicação: 12/07/2023) <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Acerca da restituição do indébito, o parágrafo único do art. 42 do CDC dispõe: <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Art. 42. (...) Parágrafo único. O consumidor cobrado em quantia indevida tem direito à repetição do indébito, por valor igual ao dobro do que pagou em excesso, acrescido de correção monetária e juros legais, salvo hipótese de engano justificável. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Outrora, assentou-se o entendimento de que a repetição do indébito prevista no art. 42, parágrafo único, do CDC somente é devida quando comprovada a má-fé do fornecedor; em não comprovada a má-fé, é devida a restituição simples. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Entretanto, o atual posicionamento do Superior Tribunal de Justiça, fixado no recuso repetitivo paradigma (<span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676608/RS) é no sentido de que a restituição em dobro independe da natureza volitiva do fornecedor, ou seja, prescinde da comprovação da má-fé quando a cobrança indevida decorrer de serviços não contratados. <span class="EOP

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	SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Todavia, impende registrar que o entendimento supra foi publicado com modulação dos efeitos. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Na decisão paradigma, o Tribunal da Cidadania entendeu que, para demandas que não decorram da prestação de serviços públicos, o acórdão terá eficácia apenas prospectiva, ou seja, a tese fixada somente será aplicável a valores pagos após a sua publicação, ou seja, 30/03/2021. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0200223-08.2024.8.06.0091
	padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">A propósito, confira-se: <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Primeira tese: A restituição em dobro do indébito (parágrafo único do artigo 42 do CDC) independe da natureza do elemento volitivo do fornecedor que realizou a cobrança indevida, revelando-se cabível quando a referida cobrança consubstanciar conduta contrária à boa-fé objetiva. (…) Modulação dos efeitos: Modulam-se os efeitos da presente decisão – somente com relação à primeira tese – para que o entendimento aqui fixado quanto à restituição em dobro do indébito seja aplicado apenas a partir da publicação do presente acórdão. A modulação incide unicamente em relação às cobranças indevidas em contratos de consumo que não envolvam prestação de serviços públicos pelo Estado ou por concessionárias, as quais apenas serão atingidas pelo novo entendimento quando pagas após a data da publicação do acórdão.” (STJ. Corte Especial. <span

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	class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676608/RS, Rel. Min. Og Fernandes, julgado em 21/10/2020) <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Dessa forma, conforme entendimento esposado pelo STJ e na modulação dos efeitos fixada no acórdão paradigma, haverá a devolução em dobro das parcelas indevidamente descontadas dos proventos do consumidor após 30/03/2021. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR"

Processo	0200223-08.2024.8.06.0091
	xml:lang="PT-BR"> No que se refere à indenização por danos morais, <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlAdvancedProofingIssueV2,url("data; border-bottom: 1px solid transparent;">os mesmos se mostram devidos haja vista que a conduta perpetrada pelo Banco requerido - em debitar mensalmente quantia indevida de conta bancária que o consumidor utiliza para receber seus proventos – acarreta violação à dignidade do autor, mormente porque este se viu privado de bem dispor tais quantias para a sua manutenção digna. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Ademais, restou incontroversa a falha do Banco na prestação do serviço, o que atrai a aplicação do art. 14 do Código Consumerista, segundo o qual os fornecedores respondem, independentemente de culpa, pela reparação dos danos causados aos consumidores por defeitos relativos aos serviços prestados. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select:

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	text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Acrescenta-se, ainda, o teor do art. 186, do Código Civil, segundo o qual aquele que, por ação ou omissão voluntária, negligência ou imprudência, violar direito e causar dano a outrem, ainda que exclusivamente moral, comete ato ilícito. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Portanto, é notório o dano moral sofrido por aquele que tem, todos os meses, descontados em sua conta bancária valores referentes a negócios/serviços bancários que não contratou, privando-o de parte de sua remuneração. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times

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	New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Sendo assim, nesse contexto, considero viável o valor da condenação por danos morais no montante de R$ 3.000,00, uma vez que tal valor se mostra adequado e razoável para atender às funções pedagógica e punitiva da indenização, além de ser condizente com o que vem sendo arbitrado por esta Corte de Justiça, especificamente por esta 3ª Câmara de Direito Privado. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Nesse sentido, colaciono a jurisprudência desta <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Eg . Corte de Justiça que em diversos casos demonstram condenações em valores superiores: <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-

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	select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> DIREITO CIVIL E PROCESSO CIVIL. APELAÇÃO CÍVEL EM AÇÃO ANULATÓRIA DE DÉBITO C/C DANOS MATERIAIS E MORAIS. EMPRÉSTIMO CONSIGNADO, PARCIAL PROCEDÊNCIA NA ORIGEM. LEGITIMIDADE DO DÉBITO NÃO COMPROVADA PELA INSTITUIÇÃO BANCÁRIA. AUSÊNCIA DO CONTRATO DEVIDAMENTE PREENCHIDO. CONSUMIDORA ANALFABETA. NECESSIDADE DA ASSINATURA A ROGO. REQUISITOS DO ART. 595 DO CC. NULIDADE DO CONTRATO - ART. 166 E 168 DO CC. DESCONTOS INDEVIDOS. NEGLIGÊNCIA CARACTERIZADA (STJ, <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AREsp 327.606/RJ). DEFEITO NA PRESTAÇÃO DO SERVIÇO. RESPONSABILIDADE OBJETIVA DA INSTITUIÇÃO FINANCEIRA. SÚMULA 479 DO STJ. RESTITUIÇÃO EM DOBRO A TÍTULO DE REPETIÇÃO DE INDÉBITO, NOS TERMOS DO EARESP 676.608/RS. DANO MORAL IDENTIFICADO. E ARBITRADO EM R$ 5.000,00 (CINCO MIL REAIS). APLICAÇÃO DAS SÚMULAS 54 E 362 DO STJ. SENTENÇA REFORMADA. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. I ¿ O cerne da controvérsia reside na existência (ou não) de relação jurídica entre a parte autora e a Instituição Financeira quanto aos descontos referentes ao empréstimo consignado questionado. II ¿ Ressalta-se que consta dos autos que a autora, ora apelante, é pessoa analfabeta, o que se faz prova pelos documentos pessoais acostados juntos à exordial e, ainda, pelo próprio contrato acostado pela instituição financeira ao feito. III ¿ Como cediço, o art. 595 do Código Civil estabelece alguns requisitos para a validade dos instrumentos pactuados por pessoa analfabeta, quais sejam: a assinatura a rogo e que o contrato seja subscrito por duas testemunhas. Dessa forma, verifica-se a inobservância aos preceitos legais supramencionados, ao passo que, em que pese constar a subscrição por duas testemunhas, não consta nenhuma assinatura a rogo. IV ¿ Dessarte, é forçoso o reconhecimento da invalidade do negócio jurídico, visto que o instrumento não observa as formalidades contidas no art. 595 c/c <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 166 e 168, parágrafo único, todos do Código Civil. V ¿ Configurado o defeito no serviço prestado, não tendo o banco procedido com as cautelas devidas para a contratação com a autora, assumiu o risco lesivo, gerando o dever de indenizar. Note-se que a instituição financeira não provou a ocorrência das excludentes de responsabilidades previstas no § 3º do art. 14 do CDC. VI ¿ A restituição das parcelas pagas deve ser realizada em dobro, porque o início dos descontos se deu no ano de 2022, ou seja, após o marco temporal estabelecido pelo Superior Tribunal de Justiça ao julgar o <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp n. 676.608/RS. VII ¿ Indenização por danos morais fixada no importe de R$ 5.000,00 (cinco mil reais) em conformidade com os valores habitualmente fixados nas Câmaras de Direito Privado deste Tribunal. Incidem correção monetária, pelo INPC, nos termos da súmula n° 362, do STJ, ou seja, a partir de seu

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	arbitramento, enquanto os juros de mora devem ser calculados a partir do evento danoso, consoante o enunciado n° 54, da mesma corte superior e o art. 398, do Código Civil. VIII ¿ Recurso conhecido e parcialmente provido. ACÓRDÃO Vistos, relatados e discutidos os presentes recursos, acordam os Desembargadores membros da Terceira Câmara de Direito Privado deste Egrégio Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para dar-lhe parcial provimento, nos termos do voto da Relatora. <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Fortaleza-CE , 19 de junho de 2024. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente DESEMBARGADORA MARIA REGINA OLIVEIRA CAMARA Relatora <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível- 0201078-47.2022.8.06.0029, Rel. Desembargador(a) MARIA REGINA OLIVEIRA CAMARA, 3ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 25/06/2024) <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New

Processo	0200223-08.2024.8.06.0091
	Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. DIREITO PROCESSUAL CIVIL E DO CONSUMIDOR. AÇÃO ANULATÓRIA DE DÉBITO C/C INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. CONTRATO DE TARIFA BANCÁRIA. CONTRATAÇÃO COM PESSOA ANALFABETA. CONTRATO QUE NÃO PREENCHE OS REQUISITOS DO ART. 595 DO CÓDIGO CIVIL. AUSÊNCIA DE ASSINATURA A ROGO ATESTADA POR DUAS TESTEMUNHAS. NULIDADE DO NEGÓCIO JURÍDICO. FALHA NA PRESTAÇÃO DE SERVIÇO. APLICABILIDADE DO CÓDIGO DE DEFESA DO CONSUMIDOR. RESPONSABILIDADE OBJETIVA. DANOS MORAIS. CABIMENTO. QUANTUM. RESTITUIÇÃO DOS VALORES INDEVIDAMENTE DESCONTADOS. TESE FIXADA NO EARESP Nº 676.608/RS DO STJ. MODULAÇÃO DOS EFEITOS. RECURSO DA PARTE AUTORA CONHECIDO E PROVIDO. RECURSO DA PARTE REQUERIDA CONHECIDO E DESPROVIDO. SENTENÇA REFORMADA. 1. O Código Civil exige que os contratos de prestação de serviço firmados por analfabetos sejam assinados a rogo e firmados por duas testemunhas (art. 595, CC), o que não ocorreu in <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , vislumbrando-se no documento apenas a suposta digital da parte autora e a assinatura de duas testemunhas, sem assinatura a rogo, circunstância que acarreta a invalidade do contrato celebrado pelas partes, ante a ausência de manifestação de vontade válida do consumidor. 2. Segundo as disposições do Código de Defesa do Consumidor, é objetiva a responsabilidade do fornecedor pelos danos decorrentes do vício de seus produtos e da falha na prestação dos seus serviços. 3. Assim, evidenciada a negligência da instituição bancária ao ? <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">rmar contrato de tarifa bancária com pessoa analfabeta sem observar os requisitos legais, alternativa não há senão a declaração de nulidade do referido contrato, com todos os consectários daí decorrentes. 4. O desconto indevido em conta bancária pela qual se percebe benefício previdenciário, por obstar o uso da verba de natureza alimentar, enseja dano moral indenizável. O arbitramento do dano moral deve-se revestir de razoabilidade, sendo cabível, no caso, a fixação do valor de R$ 5.000,00 (cinco mil reais), estando tal montante dentro dos parâmetros adotados por este Egrégio Tribunal. 5. Quanto à forma de devolução dos valores ilegalmente cobrados, conquanto o STJ tenha-se definido no <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676.608/RS que para a restituição em dobro do indébito independe da natureza do elemento volitivo do fornecedor que cobrou o valor indevido, prescindindo, pois, da comprovação da má-fé, tal entendimento, conforme a modulação realizada no julgado, somente deve ser aplicado "aos indébitos não-decorrentes da prestação de serviço público a partir da publicação do acórdão". 6. Assim, no caso concreto a restituição dos valores deve ser efetivada na forma simples até 30/03/2021, aplicando-se a modulação dos efeitos fixados pelo STJ no julgamento do <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676608/RS, a partir desta data, a devolução dos valores <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">descotados <span class="NormalTextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text;">indevidamente deverá ser em dobro, observada, em todo caso, a prescrição parcial das parcelas vencidas há mais de 5 (cinco) anos do ajuizamento da ação. 7. Recurso da parte autora conhecido e provido. Recurso da parte requerida conhecido e desprovido. Sentença reformada. ACÓRDÃO Vistos, relatados e discutidos os autos da Apelação Cível de nº 0200918-27.2023.8.06.0113, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, conhecer e dar provimento ao recurso da parte autora e conhecer e negar provimento ao recurso da parte requerida, em conformidade com o voto da relatora. Fortaleza, data e hora da assinatura digital DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0200918-27.2023.8.06.0113, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> DIREITO PROCESSUAL CIVIL E DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA

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	DE INEXISTÊNCIA DE NEGÓCIO JURÍDICO C/C REPETIÇÃO DO INDÉBITO E DANOS MORAIS. EMPRÉSTIMO CONSIGNADO. CONTRATAÇÃO COM ANALFABETO. CONTRATO QUE NÃO PREENCHE OS REQUISITOS DO ART. 595 DO CÓDIGO CIVIL. AUSÊNCIA DE ASSINATURA A ROGO. NULIDADE DO NEGÓCIO JURÍDICO. FALHA NA PRESTAÇÃO DE SERVIÇO. APLICABILIDADE DO CÓDIGO DE DEFESA DO CONSUMIDOR. RESPONSABILIDADE OBJETIVA. RESTITUIÇÃO DOS VALORES INDEVIDAMENTE DESCONTADOS. TESE FIXADA NO EARESP Nº 676.608/RS DO STJ. MODULAÇÃO DOS EFEITOS. DANOS MORAIS. CABIMENTO. RECURSO DO BANCO CONHECIDO E DESPROVIDO. RECURSO DO CONSUMIDOR CONHECIDO E PARCIALMENTE PROVIDO. HONORÁRIOS MAJORADOS. 01. Trata-se de apelações cíveis interpostas em face da sentença (fls. 133/143) proferida pelo MM. Juiz de Direito da 2ª Vara Cível da Comarca de Santa Quitéria, nos autos da ação de declaratória de inexistência de negócio jurídico c/c repetição de indébito e indenização por danos morais, em desfavor de BANCO BRADESCO S/A, que julgou parcialmente procedente a pretensão autoral. 02. O cerne controvertido do recurso repousa sobre a existência e a validade de contrato de empréstimo consignado entre as partes. A parte autora, aposentada pelo INSS, analfabeta, alega que nunca celebrou contrato de empréstimo consignado junto ao réu. 03. Seguindo, cumpre ressaltar que a relação entre as partes é, de fato, consumerista, uma vez que o autor é destinatário final dos serviços oferecidos pelo réu e a atividade bancária é considerada serviço para os fins legais. Nessa toada, o artigo 3º, § 2º, do Código de Defesa do Consumidor, inclui, expressamente, a atividade bancária no seu conceito de serviço. Sobre o tema, o Superior Tribunal de Justiça editou a Súmula nº 297, que dispõe: ¿O Código de Defesa do Consumidor é aplicável às instituições financeiras¿. 04. Compulsando os autos, extrai-se que o banco não foi capaz de demonstrar nos autos a higidez da celebração do contrato discutido pela parte autora na exordial, haja vista que apresentou contestação e juntou ao processo (fls. 91/110), contrato nº 341551197-5, termo de autorização de débito em conta, ? <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">cha cadastral, todos os documentos sem a presença da assinatura a rogo, constando apenas, a impressão digital da autora e a assinatura de duas testemunhas. 05. O Código Civil exige que os contratos de prestação de serviço firmados por analfabetos sejam assinados a rogo e firmados por duas testemunhas (art. 595, CC), o que não ocorreu in <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , vislumbrando-se no documento apenas a suposta digital da parte autora e a assinatura de duas testemunhas, sem assinatura a rogo, circunstância que acarreta a invalidade do contrato celebrado pelas partes, ante a ausência de manifestação de vontade válida do consumidor. 06. Assim, evidenciada a negligência da instituição bancária ao ? <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">rmar contrato de empréstimo com pessoa analfabeta sem observar os requisitos legais, alternativa não há senão a declaração da nulidade absoluta do contrato celebrado pelas partes, com todos os consectários daí decorrentes. 07. Quanto à forma de devolução dos valores ilegalmente cobrados, conquanto o STJ tenha-se definido no <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EAREsp 676.608/RS que para a restituição em dobro do indébito independe da natureza do elemento volitivo do fornecedor que cobrou o valor indevido, prescindindo, pois, da comprovação da má-fé, tal entendimento, conforme a modulação realizada no julgado, somente deve ser aplicado "aos indébitos não-decorrentes da prestação de serviço público a partir da publicação do acórdão". 08. Outrossim, no que tange ao quantum indenizatório, em observância ao que

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	vêm sendo decidido por esta corte de segunda instância em casos semelhantes, bem como o valor descontado indevidamente da conta da parte promovente, e, por se tratar a promovida de uma instituição financeira de grande porte, arbitro os danos morais em R$ 5.000,00 (cinco mil reais). Precedentes do TJ/CE. 09. Por fim, a repetição do indébito deverá ser de forma simples, porém, haverá incidência de devolução da quantia em dobro em relação aos descontos eventualmente realizados nos proventos do consumidor após 30/03/2021, como corretamente delineado na decisão vergastada. 10. Apelo do Banco conhecido e desprovido. Apelo do consumidor conhecido e parcialmente provido. Majoração dos honorários sucumbenciais. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer dos apelos, para, no mérito, negar provimento ao recurso da parte ré e dar parcial provimento ao recurso autora, nos termos do voto do Relator. Fortaleza, 17 de junho de 2024 CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0201046-03.2023.8.06.0160, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New

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	Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> CIVIL, PROCESSO CIVIL E CONSUMIDOR. APELAÇÃO CÍVEL EM AÇÃO DECLARATÓRIA DE NULIDADE DE EMPRÉSTIMO CUMULADA COM REPETIÇÃO DE INDÉBITO E CONDENAÇÃO POR DANOS MORAIS. BANCO RÉU QUE NÃO JUNTOU DOCUMENTOS PARA COMPROVAR INDISCUTIVELMENTE A VALIDADE DO NEGÓCIO JURÍDICO. ÔNUS QUE LHE CABIA, NOS TERMOS DO ART. 373, II, DO CPC. DESCONTOS INDEVIDOS NA CONTA CORRENTE DO AUTOR. DANOS MORAIS IN RE IPSA. QUANTUM INDENIZATÓRIO MAJORADO. OBSERVÂNCIA AOS PRINCÍPIOS DA PROPORCIONALIDADE E RAZOABILIDADE. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. 1. Cinge-se a controvérsia em analisar a regularidade da contratação do empréstimo consignado entre as partes e, assim, verificar se houve conduta ilícita decorrente de cobranças e descontos efetuados na previdência da autora, de modo a ensejar reparação por danos morais. 2. Cumpre ressaltar que o vínculo estabelecido entre as partes é regido pelas normas da Lei Consumerista, por se tratar de relação de consumo, uma vez que o réu figura na condição de fornecedor de produtos e serviços, ao passo que a parte autora se adequa à condição de consumidora, perfazendo-se destinatária final na cadeia de consumo, a teor do que dispõem os artigos 2º e 3º da Lei nº 8.078/90. 3. Cediço que a regularidade da contratação de empréstimo consignado infere-se pela combinação de dois elementos cumulativos, quais sejam, a existência de contrato formalmente válido e o comprovante de ingresso do valor sacado ao patrimônio da recorrente, o que ocorreu no caso em questão. 4. O banco réu tinha o ônus de comprovar que o contrato foi realizado, no entanto, não anexou, em nenhum momento processual, qualquer documento que comprovasse a validade do negócio jurídico e a comprovação da transferência dos valores supostamente contratados. 5. Desse modo, ausente prova da regularidade da contratação do serviço de empréstimo consignado, não há alternativa senão declarar que a instituição financeira não se desincumbiu do ônus de demonstrar os fatos impeditivos, modificativos ou extintivos do direito autoral (artigo 373, II, do CPC), mostrando-se, assim, ilegais as deduções na previdência da requerente. 6. A devolução dos valores pagos por força do reconhecimento da invalidade do negócio jurídico e consequente ilegalidade dos descontos efetuados no benefício previdenciário da autora é medida que se impõe em observância à vedação do enriquecimento sem causa. 7. Entendimento firmado pelo STJ nos embargos de divergência em agravo em recurso. 8. Certa é a obrigação de indenizar moralmente a parte autora, pois os descontos indevidos ocorridos em seu benefício previdenciário fizeram ultrapassar a barreira do mero dissabor, a revelar dano moral in <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">re <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ipsa , que prescinde da demonstração de prejuízo, visto que é presumido e decorre da própria ilicitude do fato. 9. Sopesando-se todas as considerações acima feitas, atento às peculiaridades do caso em questão e ao caráter pedagógico da presente indenização, tendo em vista as circunstâncias fáticas e sem premiar o enriquecimento ilícito, tem-se que a quantia fixada em primeira instância, qual seja, R$ 500,00 (quinhentos reais) a título de indenização por danos morais é ínfimo e desproporcional merecendo ser majorado para R$ 5.000,00 (cinco mil reais), em conformidade com o patamar estabelecido pela jurisprudência deste Tribunal em casos análogos. 10. Recurso conhecido e parcialmente provido. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">em conhecer do apelo, para, no mérito, dar-lhe parcial provimento, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family:

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	WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0201034-91.2023.8.06.0029, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELO EXCLUSIVO DA AUTORA. PRIORIDADE DE TRAMITAÇÃO CONFORME O ART. 1048, I, CPC/15 E ESTATUTO DO IDOSO. SENTENÇA PROCEDENTE DO PEDIDO DECLARAÇÃO DE INEXISTÊNCIA DE RELAÇÃO JURÍDICA, REPETIÇÃO DO INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. NO CASO, A PARTE REQUERENTE SE RESSENTE DE QUE NÃO FIRMOU QUALQUER PACTO. A INSTITUIÇÃO FINANCEIRA APRESENTA O INSTRUMENTO CONTRATUAL CUJA SUBSCRIÇÃO DIFERE DAS ASSINATURAS DOS DOCUMENTOS PESSOAIS QUE ACOMPANHAM A EXORDIAL. A PERÍCIA GRAFOTÉCNICA ATESTA O VÍCIO NA ASSINATURA DO TRATO COLACIONADO. FLAGRANTE DE SUBSCRIÇÃO ILEGÍTIMA. APLICAÇÃO DA SÚMULA Nº 479, STJ. RESPONSABILIDADE OBJETIVA. REPETIÇÃO DO INDÉBITO REFORMADA. DANOS MORAIS CONFIGURADOS. ARBITRAMENTO REDIMENSIONADO PARA ADEQUAÇÃO AOS PARÂMETROS DESTA CORTE. PROVIMENTO. 1. Inicialmente, percebe-se que o cerne da questão posta a desate consiste em conferir a verossimilhança das alegações

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	recursais vertidas na existência de empréstimo consignado sem a autorização da Parte Requerente e a sua revelia, porquanto, originado mediante fraude. Após, sucessivamente, a celeuma é saber se o contrato em voga tem as informações consideradas essenciais ao pacto, a saber: data e local, dados da autorização para desconto, declaração de residência, ausência de comprovante de depósito, falta de informações sobre financiamento ou refinanciamento, valor financiado divergente do valor liberado, dentre outras, poderia ser considerado legal para fins de validade do negócio jurídico. A par disso, verificar-se-á a possibilidade de reparação. 2. INSTITUIÇÃO FINANCEIRA APRESENTA O INSTRUMENTO CONTRATUAL CUJA SUBSCRIÇÃO DIFERE DAS ASSINATURAS DOS DOCUMENTOS PESSOAIS QUE ACOMPANHAM A EXORDIAL: De plano, percebe-se que a demanda tem como objeto a declaração de nulidade de negócio jurídico, sob o argumento de que a Parte Demandante nunca contratara com o Requerido, pelo que requer a condenação do Banco por danos morais. <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">D¿outra banda, a parte promovida alega que celebrou o pacto. A Parte Requerente alega que fora vítima da realização de contrato fraudulento. Sendo assim, incumbe ao Adversário provar a existência de Fatos Impeditivo, Modificativo ou Extintivo do Direito do Autor, nos termos do art. 373, II, CPC/15. 3. PERÍCIA GRAFOTÉCNICA ATESTA A DISPARIDADE DA ASSINATURA DO PACTO: Realizada a prova pericial donde se detecta a ilegitimidade da grafia do pacto acostado. Daí porque a contratação é fraudulenta. 4. RESPONSABILIDADE OBJETIVA DO BANCO: É pacífico que a Responsabilidade da instituição bancária é objetiva na ocorrência de fraude, como no caso dos autos. Confira-se: Súmula 479, STJ - As instituições financeiras respondem objetivamente pelos danos gerados por fortuito interno relativo a fraudes e delitos praticados por terceiros no âmbito de operações bancárias. (Súmula 479, SEGUNDA SEÇÃO, julgado em 27/06/2012, <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 01/08/2012). 5. REPETIÇÃO DO INDÉBITO REFORMULADA: Antes de 30 de março de 2021, o STJ entendia que a devolução em dobro de indébito, segundo o <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">art 42, parágrafo único, Código de Defesa do Consumidor - CDC é <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">necessário os seguintes pressupostos , de forma cumulativa: (i) cobrança extrajudicial indevida de dívida decorrente de contrato de consumo; (<span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) efetivo pagamento do indébito pelo consumidor; e (<span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) engano injustificável por parte do fornecedor ou prestador. Admitia-se a repetição de indébito, independentemente da

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	prova de que o pagamento tenha sido realizado por erro, com o objetivo de vedar o enriquecimento ilícito do banco em detrimento do devedor. Porém, para ocorrer em dobro, deve haver inequívoca prova de má-fé. Precedentes. (STJ, <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no REsp 916.008/RS, Rel. Ministra NANCY ANDRIGHI, TERCEIRA TURMA, julgado em 14/06/2007, DJ 29/06/2007, p. 623) Na mesma diretiva, declinam-se mais outros 6 (seis) precedentes do STJ, bom verificar: REsp 871825-RJ, REsp 1032952-SP, <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no REsp 734111-PR, REsp 910888-RS, <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg nos <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EDcl no Ag 1091227-SP e <span class="NormalTextRun SpellingErrorV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no REsp 848916-PR. Acontece que o STJ, depois de 30 de março de 2021, reformulou seu entendimento, de modo permitir a Devolução Dobrada para os processos ajuizados depois da publicação do Acórdão do EARESP N. 676.608/RS, RELATOR MINISTRO OG FERNANDES, CORTE ESPECIAL, JULGADO EM 21/10/2020, DJE DE 30/3/2021. Assim, a parte promovida deve restituir os valores descontados indevidamente na forma simples (os que ocorreram no período compreendido até 30 de março 2021) e a restituição em dobro daqueles ocorridos após 30 de março 2021, ressalvada a prescrição parcial de 5 anos. Tais valores deverão ser acrescidos de juros de mora de 1%ao mês e correção monetária (INPC), ambos a partir do desconto (súmulas 43 e 54 do STJ). 6. EXISTÊNCIA DE DANOS MORAIS: De fato, evidencia-se que não existe contrato bancário válido de modo que os descontos efetuados são ilícitos, pois operados com fraude. 7. ARBITRAMENTO REDIMENSIONADO: Por fim, o arbitramento dos Danos Morais deve se submeter aos parâmetros praticados nesta Corte de Justiça para os casos deste <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlAdvancedProofingIssueV2,url("data; border-bottom: 1px solid transparent;">jaez , a saber: R$ 5.000,00 (cinco mil reais). Precedentes do TJCE. 8. PROVIMENTO do Apelo para determinar a restituição dos valores descontados indevidamente na forma simples (os que ocorreram no período compreendido até 30 de março 2021) e a restituição em dobro daqueles ocorridos após 30 de março 2021, ressalvada a prescrição parcial de 5 anos e para redimensionar o valor da Reparação Moral para o importe de R$ 5.000,00 (cinco mil reais), por ser mais condizente com os parâmetros desta Corte, consagradas as demais disposições sentenciais e assegurada a majoração honorária pertinente à etapa recursal, em mais 10% (dez por cento) sobre o valor fixado na origem. ACÓRDÃO Vistos, relatados e discutidos os autos em que são partes as acima indicadas, acordam os Desembargadores integrantes da 3ª Câmara de Direito Privado do Tribunal de Justiça do Ceará, por unanimidade, pelo Provimento do

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	Apelatório, nos termos do voto do Relator. Fortaleza, 19 de junho de 2024. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0008639-14.2019.8.06.0126, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA, 3ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Portanto, atento as particularidades deste caso concreto e seguindo orientação adotada por esta 3ª Câmara de Direito Privado, levando em consideração ainda o valor descontado da conta da parte autora, mantenho a condenação, a título de indenização por danos morais, no montante de R$ 3.000,00. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desse modo, não havendo fundamentação que justifique a alteração da decisão vergastada, a sua manutenção é a medida que se impõe. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Ante o exposto, conheço do recurso para NEGAR-LHE PROVIMENTO, mantendo a decisão monocrática em todos os termos. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span

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	class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">É como voto. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;">Raimundo Nonato Silva Santos </p> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;"

Processo	0200223-08.2024.8.06.0091
	lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;">Desembargador Relator <div class="OutlineElement Ltr SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW33709174 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;">

Processo	0200448-57.2023.8.06.0028
Número de ordem	11
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Ação Anulatória
Polo ativo	MANOEL OSMAR SILVEIRA JOSE EDIVAM SILVEIRA COSTA
Advogado(s) - Polo ativo	SERGIO RAYMUNDO BAYAS QUEIROZ - (CE15798-A)
Polo passivo	MARA REGIA CARVALHO SANTOS MARIA DE NAZARE DOS SANTOS JOSE MARIA JUNIOR DOS SANTOS JOSE EVERALDO DOS SANTOS MARIA DAS GRACAS DOS SANTOS ANTONIO JOSE DOS SANTOS EMANUEL NAZARENO DOS SANTOS FRANCISCA GILCILENE CAMPOS SANTOS ALINE MARIA DOS SANTOS DAVID RIOS CAVALCANTI MARCIA MARIA DA COSTA SILVEIRA SANTOS JOSE MARIA DOS SANTOS RAIMUNDO NONATO DO NASCIMENTO
Advogado(s) - Polo passivo	JORGE FERRAZ NETO - (CE6246-B)
Terceiros	Não informado

Processo	0200448-57.2023.8.06.0028
Acordão	<p style="text-align: center; font-family: "Times New Roman"; font-size: medium;"> <img src="

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	collapse: preserve; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">I. CASO EM EXAME <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">1. Trata-se de Apelação Cível interposta em face de sentença proferida pelo Juízo da 2ª Vara da Comarca de Acaraú na AÇÃO DE OBRIGAÇÃO DE NÃO FAZER C/C PEDIDO DE LIMINAR. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">II. QUESTÃO EM DISCUSSÃO <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 2. Nas razões meritórias, os recorrentes sustentaram: (i) interrupção do prazo recursal em face da interposição de embargos de declaração; (<span class="NormalTextRun SpellingErrorV2Themed SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) inexistência de identidade entre as ações de número 0200448-57.2023.8.06.0028 e 0010466-34.2017.8.06.0028 e, por consequência, ausência de coisa julgada <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">; <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) nulidade da sentença por afronta ao princípio da legalidade e do devido processo legal. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 7.93333px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">III. RAZÕES DE DECIDIR <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 7.93333px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New

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	Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. É pertinente pontuar que o Código de Processo Civil, em seu art. 1.026 prevê a aplicação de multa para o caso de reconhecimento de interposição de recurso com fim protelatório, não havendo previsão de afastamento da interrupção do prazo prevista no <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">caput <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">do artigo supramencionado. Importa analisar que a parte que se vir insatisfeita poderá interpor recurso com o objetivo de modificar a decisão que entenda inadequada. Além disso, constata-se que o recurso ao qual se deixou de conhecer foi o primeiro interposto contra a sentença vergastada, motivo pelo qual não se pode de pronto concluir pela sua intenção protelatória. Por tais razões, bem como ante a ausência de previsão legal para o afastamento da interrupção do prazo recursal, bem como não vislumbrando a intenção meramente protelatória dos embargos, entendo que está tempestivo o presente recurso. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 7.93333px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. O princípio da não surpresa está consagrado no art. 10 do Código de Processo Civil e dispõe que o juízo não poderá decidir com base em fundamento sobre o qual não tenha sido dado às partes oportunidade de se manifestar, ainda que a matéria possa ser conhecida de ofício, o que tem por fim, assegurar o direito ao contraditório e à ampla defesa, prerrogativas basilares à garantia do devido processo legal. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Compulsando os autos, constata-se que o juízo primevo sentenciou a ação extinguindo o feito sem resolução de mérito por entender pela existência de coisa julgada. Sobre esse ponto, necessário ressaltar que a eventual coisa julgada apenas foi suscitada em sede de contestação, não tendo sido dado oportunidade a parte autora de se manifestar sobre o argumento, tendo em vista que o juízo sentenciou o feito sem antes intimar a ora apelante para apresentação de réplica, de modo que se entende que a decisão primeva afronta o princípio da não surpresa, sendo, portanto, nula. <span class="EOP

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	SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">6. A Teoria da Causa Madura, disposta no art. 1.013, § 3º, do Código de Processo Civil, autoriza que o Tribunal decida o mérito de um feito, ainda que não tenha havido julgamento deste em sede de primeira instância, desde que a ação esteja pronta para julgamento e não exija a produção de mais provas ou diligências. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 7.93333px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 7. Da análise dos autos do processo, observa-se que é incabível a aplicação da referida Teoria aos presentes autos, uma vez que é necessário que o primeiro grau apure de modo adequado a existência da coisa julgada material suscitada pelos requeridos, ora apelados, de modo a averiguar a identidade entre as partes, a causa de pedir e o pedido da <span class="NormalTextRun SpellingErrorV2Themed SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ações de nº 0200448-57.2023.8.06.0028 e da ação nº 0010466-34.2017.8.06.0028, bem como que promova as diligências necessárias à adequada instrução processual do feito. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 7.93333px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

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	Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">IV. DISPOSITIVO <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Recurso conhecido e provido. Sentença anulada. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 15.8667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso, para dar-lhe provimento, anulando-se a sentença, nos termos do voto do Relator. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 15.8667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px

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	0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">CLEIDE ALVES DE AGUIAR <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

Processo	0200448-57.2023.8.06.0028
	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW150053280 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <p class="Paragraph SCXW150053280 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 18.5333px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATÓRIO <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 6.8px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New

Processo	0200448-57.2023.8.06.0028
	Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Apelação Cível (ID 19275518) interposta por <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">MANOEL OSMAR SILVEIRA e JOSE EDIVAM SILVEIRA COSTA <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">em face de sentença (ID 19275506) proferida pelo Juízo da <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">2ª Vara da Comarca de Acaraú <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">que, em sede de AÇÃO DE OBRIGAÇÃO DE NÃO FAZER C/C PEDIDO DE LIMINAR, julgou o feito nos seguintes termos: <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 141px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(…) <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Ante o exposto, com arrimo no art. 485, V, do CPC, hei por bem JULGAR EXTINTO O PROCESSO SEM RESOLUÇÃO DO MÉRITO, em razão da existência da figura da COISA JULGADA quanto a nulidade da procuração e Escritura Pública de Cessão de Direitos Hereditários, prevista no art. 337, § 4º, do Código de Processo Civil, para que surta seus jurídicos e legais efeitos, com base no art. 485, inciso V, § 3º, do mesmo Diploma Legal. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 141px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none

Processo	0200448-57.2023.8.06.0028
	!important; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Assim como, JULGO IMPROCEDENTE o pedido de nulidade da Matrícula 5617, ao que extingo o processo com resolução do mérito, na forma do art. 487, inciso I, do Código de Processo Civil e, por consequência, REVOGO a liminar deferida. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 141px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Sobre processo 0200448-57.2023.8.06.0028, condeno os autores (Manoel Osmar Silveira e José <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Edivam Silveira Costa) em custas e honorários, que fixo em 10% do valor <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">da causa, na forma do art. 85 do CPC, cuja exigibilidade resta suspensa por serem beneficiários da justiça gratuita. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 141px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Sobre o processo 0200577-62.2023.8.06.0028, condeno o autor em custas e honorários, que fixo em 10% do valor da causa. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	0200448-57.2023.8.06.0028
	transparent; margin: 16px 0px 0px 141px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">A publicação e o registro desta sentença decorrem automaticamente de sua validação no sistema. Intimem-se. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(…) <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 52px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Irresignados com o <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">decisum <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">de primeiro grau, os demandantes interpuseram recurso apelatório. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 52px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Em suas razões, inicialmente, os apelantes sustentam a interrupção do prazo recursal em face da interposição de embargos de declaração e a ausência de fundamentação da decisão proferida em sede de embargos de declaração. No mérito, asseveram inexistir identidade entre as ações de número <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"

Processo	0200448-57.2023.8.06.0028
	lang="PT-BR" xml:lang="PT-BR">0200448-57.2023.8.06.0028 e 0010466-34.2017.8.06.0028, não havendo, portanto, coisa julgada. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 52px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Além disso, suscitam nulidade da sentença por afronta ao princípio da legalidade e do devido processo legal, bem como sustentam a inaplicabilidade da coisa julgada a terceiros, tendo ao fim requerido o conhecimento e provimento das razões recursais. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 52px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Devidamente intimada, a parte apelada apresentou contrarrazões, nas quais, preliminarmente, suscita intempestividade do apelo. Nas razões meritórias, afirma inexistir nulidade na decisão primeva, requerendo, ao fim, o desprovimento das razões recursais. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 52px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É o relatório. </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px 18.5333px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

Processo	0200448-57.2023.8.06.0028
	transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">VOTO <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Em juízo de prelibação, necessário analisar a eventual intempestividade do recurso, tendo em vista que o juízo primevo, na decisão dos embargos de declaração de ID 19275517, entendeu pela ausência de interrupção/ suspensão do prazo recursal, pautando-se em <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">jusrisprudência do Superior Tribunal de Justiça. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Sobre o tema, é pertinente pontuar que o Código de Processo Civil, em seu art. 1.026 prevê a aplicação de multa para o caso de reconhecimento de interposição de recurso com fim protelatório, não havendo previsão de afastamento da interrupção do prazo prevista no <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">caput <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">do artigo supramencionado. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px;

Processo	0200448-57.2023.8.06.0028
	font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É importante analisar que a parte que se vir insatisfeita poderá interpor recurso com o objetivo de modificar a decisão que entenda inadequada. Além disso, constata-se que o recurso ao qual se deixou de conhecer foi o primeiro interposto contra a sentença vergastada, motivo pelo qual não se pode de pronto concluir pela sua intenção protelatória. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Por tais razões, bem como ante a ausência de previsão legal para o afastamento da interrupção do prazo recursal, entendo está tempestivo o presente recurso, motivo pelo qual passo a analisá-lo. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cumpre analisar a alegação de nulidade em face da afronta ao princípio da não surpresa. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-

Processo	0200448-57.2023.8.06.0028
	word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">O referido princípio está consagrado no art. 10 do Código de Processo Civil e dispõe que o juízo não poderá decidir com base em fundamento sobre o qual não tenha sido dado às partes oportunidade de se manifestar, ainda que a matéria possa ser conhecida de ofício, o que tem por fim, assegurar o direito ao contraditório e à ampla defesa, prerrogativas basilares à garantia do devido processo legal. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Compulsando os autos, constata-se que o juízo primevo sentenciou a ação extinguindo o feito sem resolução de mérito por entender pela existência de coisa julgada. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Sobre esse ponto, necessário ressaltar que a eventual coisa julgada apenas foi suscitada em sede de contestação, não tendo sido dado oportunidade a parte autora de se manifestar sobre o argumento, tendo em vista que o juízo sentenciou o feito sem antes intimar a ora apelante para apresentação de réplica, de modo que se entende que a decisão primeva afronta o princípio da não surpresa. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times

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	New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Nessa perspectiva, pondera-se que o doutrinador <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Fredie Didier Jr., sustenta que a nulidade é uma sanção à desobediência ao devido processo legal, uma vez que o contraditório e a ampla defesa são essenciais para a validade dos atos processuais: <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px 18.5333px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> A nulidade dos atos processuais decorre da inobservância de garantias constitucionais, como o contraditório e a ampla defesa, que são imprescindíveis para a regularidade do processo” (DIDIER JR., <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Fredie . Curso de Direito Processual Civil. Salvador: <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">JusPodivm , 2019). <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New

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	Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, importante observar como decide essa Egrégia Corte: <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px 18.5333px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">PROCESSUAL CIVIL. AÇÃO DE EXECUÇÃO DE TÍTULO EXTRAJUDICIAL. EXECUÇÃO DE NOTA DE CRÉDITO RURAL. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">EXTINÇÃO DO PROCESSO <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">COM RESOLUÇÃO DO MÉRITO POR RECONHECER A PRESCRIÇÃO. AUSÊNCIA DE MANIFESTAÇÃO E REGULAR INTIMAÇÃO. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> VIOLAÇÃO AO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">PRINCIPIO DA VEDAÇÃO À DECISÃO SURPRESA. RECURSO CONHECIDO E PROVIDO. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Salientase que a sistemática processual civil de regência não permite que o juiz profira decisão em prejuízo da parte, sem que ela seja previamente ouvida, ainda que se trate de questões sobre as quais deva decidir de ofício, sendo, portanto, vedada a decisão surpresa, conforme preconizam os artigos 9º e 10, do Código de Processo Civil. 2 ¿ Tais normas são consectárias dos princípios constitucionais do contraditório e da ampla defesa, garantias fundamentais previstas no inciso LV do art. 5º da Constituição Federal, que dispõe: "aos litigantes, em processo judicial ou administrativo, e aos acusados em geral são assegurados o contraditório e ampla defesa, com os meios e recursos a ela inerentes" 3 - In <span

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	class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">casu , a parte apelante não foi devidamente intimada para manifestar-se em momento anterior à <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">prolatação da sentença, situação que viola o devido processo legal. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4 ¿ <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Realça-se que, no caso em comento a parte apelante vinha se manifestando adequadamente a cada ato processual em que demandava sua atuação, ao passo que o Juízo a quo, de ofício, reconheceu a ocorrência da prescrição, sem intimação para manifestação prévia da parte prejudicada, de modo que com a sentença prolatada, logo em seguida, houve flagrante violação ao princípio da ¿não surpresa¿. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Precedentes. 5 - Recurso conhecido e provido. Sentença anulada. (Apelação Cível - 0000547-12.2013.8.06.0044, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 03/07/2024, data da publicação: 04/07/2024) <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px 18.5333px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE EXECUÇÃO DE TÍTULO EXTRAJUDICIAL. CÉDULA DE CRÉDITO PARA CAPITAL DE GIRO. RECONHECIMENTO DE PRESCRIÇÃO DE OFÍCIO. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">VIOLAÇÃO AOS PRINCÍPIOS DO CONTRADITÓRIO, DA AMPLA DEFESA E DA NÃO SURPRESA <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR"

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	xml:lang="PT-BR">. ANULAÇÃO DA SENTENÇA. RECURSO PROVIDO. 1.Apelação Cível interposta por Banco Bradesco S/A, contra sentença proferida nos autos de Ação de Execução, que reconheceu de ofício a prescrição da pretensão executória com base no art. 206, § 5º, I, do Código Civil. A instituição financeira alega, em síntese, a inocorrência de prescrição intercorrente, sustentando, ainda que a é obrigação da parte a atualização de seus dados cadastrais. 2. A questão em discussão é determinar a validade da sentença que reconheceu de ofício a prescrição da pretensão executória. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 3. A ausência de intimação da parte exequente para se manifestar acerca da questão prescricional antes do reconhecimento judicial configura violação ao contraditório, à ampla defesa e à vedação à decisão surpresa, princípios expressamente assegurados pelos <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">arts . 9º e 10 do CPC/2015 e pelo art. 5º, LV, da CF/1988. 4. O contraditório e a ampla defesa garantem às partes o direito de influenciar ativamente a decisão judicial, impondo ao juiz o dever de oportunizar o debate sobre matérias, mesmo aquelas que possam ser conhecidas de ofício. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. A decisão surpresa, por não permitir o exercício do contraditório, afronta o devido processo legal (art. 5º, LIV, CF/1988) e compromete a validade do julgamento, o que impõe a anulação da sentença. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 6. Precedentes desta Corte confirmam a necessidade de intimação prévia da parte antes de decisão que reconhece a prescrição de ofício, sob pena de nulidade (Apelação Cível nº 0898855-48.2014.8.06.0001 e Apelação Cível nº 0000547-12.2013.8.06.0044). 7. Recurso provido. Tese de julgamento: (I) A decisão judicial que reconhece de ofício a prescrição deve ser precedida de intimação da parte interessada, sob pena de nulidade, em observância aos princípios do contraditório, da ampla defesa e da vedação à decisão surpresa. (II) A ausência de prévia manifestação da parte sobre questão decidida de ofício configura violação ao devido processo legal e impõe a anulação da sentença. Dispositivos relevantes citados: CF/1988, <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">arts . 5º, LIV e LV; CC, art. 206, § 5º, I; CPC/2015, <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">arts . 6º, 9º, 10 e 487, parágrafo único. Jurisprudência relevante citada: TJCE, Apelação Cível nº 0898855-48.2014.8.06.0001, Rel. Des. Carlos Alberto Mendes Forte, 2ª Câmara Direito Privado, j. 12.06.2024; TJCE, Apelação Cível nº 0000547-12.2013.8.06.0044, Rel. Des. Marcos William Leite de Oliveira, 3ª Câmara Direito Privado, j. 03.07.2024. (Apelação Cível -0026285-69.2016.8.06.0117, Rel. Desembargador(a) MARIA REGINA OLIVEIRA CAMARA, 1ª Câmara Direito Privado, data do julgamento: 23/04/2025, data da publicação: 23/04/2025) <span class="EOP SCXW258604999

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	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px 18.5333px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DIREITO CIVIL E PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE EXECUÇÃO DE TÍTULO EXTRAJUDICIAL. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> AUSÊNCIA DE MANIFESTAÇÃO E REGULAR INTIMAÇÃO. VIOLAÇÃO AO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">PRINCIPIO DA VEDAÇÃO À DECISÃO SURPRESA. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> RECURSO CONHECIDO E PROVIDO. 1. De início, cumpre salientar que a sistemática processual civil vigente não permite que o juiz profira decisão em prejuízo da parte, sem que ela seja previamente ouvida, ainda que se trate de questões sobre as quais deva decidir de ofício, sendo, portanto, vedada a decisão surpresa, conforme preconizam os artigos 9º e 10, do Código de Processo Civil. A propósito, confiram-se os referidos dispositivos: ¿Art. 9º Não se proferirá decisão contra uma das partes sem que ela seja previamente ouvida. Parágrafo único. O disposto no caput não se aplica: I - à tutela provisória de urgência; II - às hipóteses de tutela da evidência previstas no art. 311, incisos II e <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">III ; III - à decisão prevista no art. 701. <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Art. 10. O juiz não pode decidir, em grau algum de jurisdição com base em fundamento a respeito do qual não se tenha dado às partes oportunidade de se manifestar, ainda que se trate de matéria sobre a qual deva decidir de <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat:

Processo	0200448-57.2023.8.06.0028
	repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ofício.¿ 2. Essas normas fundamentais do processo civil são consectárias dos princípios constitucionais do contraditório e da ampla defesa, garantias fundamentais previstas no inciso LV do art. 5º da Constituição Federal, que dispõe: "aos litigantes, em processo judicial ou administrativo, e aos acusados em geral são assegurados o contraditório e ampla defesa, com os meios e recursos a ela inerentes" <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 3. In <span class="NormalTextRun SpellingErrorV2Themed SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">casu , a parte apelante não foi devidamente intimado para manifestar-se, acerca da certidão de fl.121, bem como do aviso de recebimento (AR) anexado aos autos, sem o devido cumprimento da citação pretendida (fls.119/120). 4. Registre-se que, no caso em análise a parte apelante vinha se manifestando adequadamente a cada ato processual em que demandava sua atuação, ao passo que, após certidão de fl.121, o Juízo a quo, de ofício, reconheceu a ocorrência da prescrição, sem intimação para manifestação prévia da parte prejudicada, de modo que com a sentença prolatada, logo em seguida, houve flagrante violação ao princípio da ¿não-surpresa¿. Precedentes. 5. Recurso conhecido e provido. Sentença anulada. (Apelação Cível - 0898855-48.2014.8.06.0001, Rel. Desembargador(a) CARLOS ALBERTO MENDES FORTE, 2ª Câmara Direito Privado, data do julgamento: 12/06/2024, data da publicação: 13/06/2024) <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 24px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desse modo, em homenagem os princípios da não surpresa, do contraditório, da ampla defesa e da cooperação, mister a decretação de nulidade da sentença e dos atos processuais posteriores. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;

Processo	0200448-57.2023.8.06.0028
	font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Passa-se à análise da possibilidade de aplicação da Teoria da Causa Madura ao feito. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">A Teoria da Causa Madura, disposta no art. 1.013, § 3º, do Código de Processo Civil, autoriza que o Tribunal decida o mérito de um feito, ainda que não tenha havido julgamento deste em sede de primeira instância, desde que a ação esteja pronta para julgamento e não exija a produção de mais provas ou diligências. O referido entendimento tem por finalidade assegurar celeridade e economia ao processo, permitindo que o juízo <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">ad quem <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">não esteja limitado apenas à análise da decisão do juiz <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Compulsando os autos do processo, observa-se que é incabível a aplicação da referida Teoria aos presentes autos, uma vez que é necessário que o primeiro grau apure de modo adequado a existência da coisa julgada material suscitada pelos requeridos, ora apelados, de modo a averiguar a identidade entre as partes, a causa de pedir e o pedido das ações de nº 0200448-57.2023.8.06.0028 e a ação nº 0010466-34.2017.8.06.0028, bem como que promova as diligências necessárias à adequada instrução processual do feito. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div

Processo	0200448-57.2023.8.06.0028
	class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DISPOSITIVO <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 1.53333px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Ante o exposto, conhece-se da presente Apelação para dar-lhe provimento, anulando-se a sentença de piso e determinando o retorno dos autos à origem para regular processamento do feito. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É como voto. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR"

Processo	0200448-57.2023.8.06.0028
	xml:lang="PT-BR">Fortaleza, 05 de maio de 2025. <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desembargador RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <p class="Paragraph SCXW150053280 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW150053280 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW258604999 BCX0" style="font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 18.5333px 0px 18.5333px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 56px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW258604999 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;">

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Número de ordem	12
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Fornecimento de medicamentos
Polo ativo	UNIMED DO CE FED DAS COOP DE TRAB MED DO EST DO CE LTDA

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Advogado(s) - Polo ativo	JOAQUIM ROCHA DE LUCENA NETO - (CE16042-A) VICTOR DE CARVALHO RODRIGUES - (CE33232-A) JOSE MENESCAL DE ANDRADE JUNIOR - (CE6018-A) GIOVANNI PAULO DE VASCONCELOS SILVA - (CE8579-A) ACHERNAR SENA DE SOUZA - (CE29351-A) DANIELLA ALMEIDA DA SILVA - (CE47415-A) JUDITH MARTINS LEMOS NETA - (CE43146-A) HEVILA SILVA FERNANDES DE OLIVEIRA - (CE36270-A) YAGO PINHEIRO DE VASCONCELOS - (CE43102-A)
Polo passivo	MARIA DO SOCORRO PASTOR MIRANDA LIMA
Advogado(s) - Polo passivo	TIMOTEO FERNANDO DA SILVA - (CE24323-A) RAIMUNDO ALEXANDRE LINHARES DIAS - (CE11524-A) VICTOR EMANUEL PEREIRA DA SILVA - (CE25286-A) JOAO MARCELO NEGREIROS FERNANDES - (CE30328-A) ESDRAS DIEB DE ARAUJO FILHO - (CE17914-D)
Terceiros	Não informado

Processo	0239621-09.2022.8.06.0001
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0239621-09.2022.8.06.0001 TIPO DO PROCESSO: APELAÇÃO CÍVEL ORIGEM: TRIBUNAL DE JUSTIÇA DO ESTADO DO CEARÁ APELANTE: UNIMED DO CEARÁ - FEDERAÇÃO DAS SOCIEDADES COOPERATIVAS MÉDICAS DO ESTADO DO CEARÁ LTDA <span style="font-family:

Processo	0239621-09.2022.8.06.0001
	"Times New Roman", serif;"> APELADO: MARIA DO SOCORRO PASTOR MIRANDA LIMA ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESA. CLEIDE ALVES DE AGUIAR EMENTA: DIREITO CIVIL E DO CONSUMIDOR. APELAÇÃO CÍVEL. PLANO DE SAÚDE. MEDICAMENTO ANTINEOPLÁSICO ORAL PRESCRITO PARA TRATAMENTO DE CÂNCER DE OVÁRIO. ROL DA ANS. COBERTURA OBRIGATÓRIA. DANOS MORAIS. SENTENÇA MANTIDA. RECURSO CONHECIDO E DESPROVIDO. I. CASO EM EXAME 1. Recurso de apelação interposto por operadora de plano de saúde contra sentença que determinou o fornecimento do medicamento Niraparibe (Zeluja) à paciente com câncer de ovário e condenou ao pagamento de indenização por danos morais. A decisão de primeiro grau considerou abusiva a negativa de cobertura, por desrespeitar prescrição médica e registro do medicamento na ANVISA. II. QUESTÃO EM DISCUSSÃO 2. Há duas questões em discussão: (i) saber se há obrigatoriedade de cobertura pelo plano de saúde para medicamento antineoplásico de uso oral e domiciliar, mesmo fora do rol da ANS; e (ii) saber se a negativa de cobertura configura ilícito gerador de dano moral indenizável. III. RAZÕES DE DECIDIR <p style="line-height: 150%; margin-left: 4cm; margin-top: 0.85cm; margin-bottom: 0cm; background: transparent;"

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	align="justify"> 3. A Lei nº 9.656/1998, em seu art. 12, impõe aos planos de saúde a cobertura de tratamentos antineoplásicos orais, desde que prescritos por médico e registrados na ANVISA, independentemente da inclusão no rol da ANS. 4. A negativa de cobertura com base exclusivamente na ausência do fármaco no rol da ANS é abusiva, pois contraria os princípios da boa-fé e da função social do contrato, especialmente diante de prescrição médica fundamentada para moléstia grave. 5. A conduta da operadora, ao recusar o custeio do medicamento essencial para o tratamento de câncer, configurou violação à dignidade da pessoa humana e enseja reparação por danos morais. IV. DISPOSITIVO E TESE 6. Recurso conhecido e desprovido. Tese de julgamento: “1. É abusiva a negativa de cobertura de medicamento antineoplásico oral prescrito por médico assistente e registrado na ANVISA, mesmo que fora do rol da ANS. 2. A recusa injustificada de custeio de tratamento essencial para tratamento de câncer configura dano moral indenizável.” Dispositivos relevantes citados: CF/1988, art. 6º; CDC, arts. 6º, I e 14; Lei nº 9.656/1998, art. 12, I, “c”; Lei nº 14.454/2022; CPC, arts. 85, §2º, e 86. Jurisprudência relevante citada: STJ, REsp 1.733.013/SP, Rel. Min. Nancy Andrighi, 3ª Turma, j. 23.10.2018; TJCE, AgInt nº 0634329-78.2022.8.06.0000, Rel. Des. Paulo de Tarso Pires Nogueira, 3ª Câmara de Direito Privado, j. 24.07.2024; TJCE, AgInt nº 0634755-56.2023.8.06.0000, Rel. Desa. Maria de Fátima de Melo Loureiro, 2ª Câmara de Direito Privado, j. 29.11.2023. <span

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	style="color: #000000;"> ACÓRDÃO Vistos, relatados e discutidos estes autos, ACORDA a T URMA JULGADORA DA TERCEIRA CÂMARA DIREITO P RIVADO DO TRIBUNAL DE JUSTIÇA DO ESTADO DO CEARÁ , por UNANIMIDADE , em CONHECER DO RECURSO PARA NEGAR PROVIMENTO nos termos do voto da Relatora. Fortaleza, data e hora informadas pelo sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES D E AGUIAR R elatora

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	RELATÓRI O Consta, para relatório, que a UNIMED DO CEARÁ – FEDERAÇÃO DAS SOCIEDADES COOPERATIVAS MÉDICAS DO ESTADO DO CEARÁ LTDA interpôs o presente recurso de apelação visando reformar a sentença proferida nos autos da ação de obrigação de fazer c/c danos morais, ajuizada por Maria do Socorro Pastor Miranda Lima. Na sentença, a juíza de primeiro grau deferiu o pedido da autora, determinando a inclusão do medicamento Niraparibe (Zeluja) fornecido pela UNIMED para tratamento de câncer de ovário, além de condenar a ré ao pagamento de R$ 10.000,00 a título de danos morais. Justificou a decisão ao considerar abusiva a negativa da operadora do plano de saúde em cobrir tratamento prescrito por médico e registrado pela ANVISA, mesmo não constando no rol da ANS. Fundamentou-se em jurisprudência e dispositivos legais, como o Código de Defesa do Consumidor, que garantem que a relação entre as partes admite tais prestações de serviço, especialmente em se tratando de prescrições médicas para casos de neoplasia maligna. Vejamos dispositivo: <img src="

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	medium;"> Presentes os pressupostos de admissibilidade do recurso apelatório, notadamente a tempestividade e a legitimidade das partes, conforme previsão do Código de Processo Civil (CPC), recebo-o e passo a apreciá-lo nos termos da legislação processual vigente. A tempestividade refere-se à interposição do recurso dentro do prazo estabelecido em lei, garantindo a regularidade temporal para a sua admissão (CPC, art. 1.003). Já a legitimidade das partes assegura que estas possuem interesse jurídico e são diretamente afetadas pela decisão judicial, garantindo a eficácia e a pertinência do processo (CPC, arts. 17 e seguintes). 2. Mérito: Consigno que a diretriz em demandas de saúde seguida por esta relatoria é condizente com a jurisprudência majoritária do STJ, que consiste em analisar o paciente enquanto único no seu direito fundamental à saúde, não havendo métrica, padrão e/ou regra fixa de letra morta, vide REsp 1.378.707/RJ, Rel. Ministro PAULO DE TARSO SANSEVERINO, Terceira Turma e REsp n. 1.728.042/SP, relator Ministro Ricardo Villas Bôas Cueva, relatora para acórdão Ministra Nancy Andrighi, Terceira Turma, julgado em 23/10/2018, DJe de 8/11/2018. Cinge-se a controvérsia em analisar o Recurso Apelatório interposto pela UNIMED DO CEARÁ – FEDERAÇÃO DAS SOCIEDADES COOPERATIVAS MÉDICAS DO ESTADO DO CEARÁ LTDA contra sentença de Id. 19102773 que julgou procedente o pleito autoral para, em suma, determina r a inclusão do medicamento Niraparibe (Zeluja) fornecido pela UNIMED para tratamento de câncer de ovário da requerida , além de condenar a ré ao pagamento de R$ 10.000,00 a título de danos morais. Consta que a autora, conforme exordial, foi diagnosticada com Câncer de Mama quando tinha 44 (quarenta e quatro) anos de idade, e com câncer no ovário aos 59 (cinquenta e nove anos), no dia 01/05/2021. No dia 12/05/2021, realizou cirurgia para reconstrução de mama oncológica e simetrização na mama oposta. Após a cirurgia, mais especificamente em 22/06/2021, iniciou quimioterapia com medicação Taxol, mais Carboplatina. Foi receitado pela médica assistente, Dra. Irwina Nogueira Barreira, CRM 11.794, o medicamento Granulokine 300mcg. Todavia, o referido medicamento causou diversos efeitos colaterais na requerente, como graves náuseas, tonturas, dentre outros sintomas. Afirma que, em exame, voltou a ter diagnóstico, mais uma vez, do Câncer, neste momento, em mutação, localizado em exame de BCRA1 e BCRA2, afirmando na peça inicial que realizará novo procedimento cirúrgico referente a nódulo inguinal e nódulo pulmonar. Diante do quadro, a fim de evitar os sintomas agressivos que lhe são causados pela medicação atualmente utilizada, foi receitado à Sra. Maria do Socorro que fizesse uso do medicamento ZEJULA-NIRAPARIBE, medicamento de uso via oral. <span style="font-size:

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	small;"> S olicitado o medicamento pela autora junto ao Plano de saúde, a mesma recebeu a negativa de custeio, conforme segue: <img src="

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	GTeVx7on8ODzL9NGB7biC3y2YR8PvLKUo0f2s2TWGHydbvR9Yijd2jXHXn6Og6mprFuxi4 Qn3+b48RRGJ1lYviUFgOi7RrJ9/yHG9Q4hssP9PHJvd/zUZlL3HKLq31cazppKsmvq8ffzQy EDhZsPE+Zv4si+L2gjK2b7wbMYItvQv38/WoZ4cPRoCmVVZkDByHc2sGPDh7TQ+tJ/xKN 0aRVJfdFRjl2qvtG6gk5DHqdrTGsmf/Q1H7xwP65AUKehJB8+ysQ+UYR16MvAe7sR4Gom Zfdpej09gpiltixZt4kpA9sRHt+Vhx78B1EGJccO76e81olkVPLimp18Nrkf1xQJ7E45wPAEOH wmna8/mUtmvSstWiXgYSvgy2WbqAQCOwxgy56DzHgkih8OHKH7oy/SPjaeFQfO8YBPLt 8dzGLa6n2kbFmEV8URdh7Jv3Ga3sHF79eSao9n+bYUkhdPQCmXkXNwHSuSMwiLa0V0 kAepXy7m0I1rA5LdyuYVC9F0fYG9h4+yZc0sWuu9SejVj/t7dsGbUpL3nwVAF9mRT7bsZ/n kBzifspsTO9fxZbY/X3y/jwPJ3zCqq5wlH2zC5BZAYut4jBm7WLn9PADt+r/IzuRvGdYtEle9Ht fGBtLyCn7ctpbiAyzaVMpby7dwMHkVrbwg/+J+1nyzF8/QOFpEBZCTupmthwpuvFcbRzetJl 3ehtW7DrJ/2zc8EFLO6h2nGfb2VxxLWU87KZ/N+04huYbz5ootHNm3Bf3FL1i7dR9Ll63C7 hVKQosorFdT+WJDChYUtLhvAgePJfPm6Kfp1zOJETPWsfLdJ/GCXx2nogu7kxW7DvH+h H+gj+jIY4/0JcZPQ/qRPWTfrE0nGUleuxpnwuN8n3KYNa/czddfraOk1k7MfS9y7MRR3n4sh hVLN2IBvEISmf9lMsunv8pLb40iUAHGimtcrbEREdscrasCuUKGq38ijw25j/hgT7JPJlPdfBT DOgYw9O21bJkzkl1rFuPT73WOHD/Oi311fL1mJyYgrMNA1u9K5s3RE3nx+T64AjKZgl4DR 3BXh3hsFdkcOZUpioMJ/1VEMPmjpHLefXo4S5IvYzAYkEkSNpsNUOEb4IuHNohAgwyrRQ Ik6mprsTn+5WtCrkTv64uHjy9B3m7YbFbsdifu3j4EBIZy96DRjOjfATeVEofNjsNhw2gyX6+W Ld24eOGwYWy0orhR2lpCwlx3iVH9HuNIsQU/gw6rxUJklyfY+t3nuKR+ypAxb1N044K0JEk4 nE7sdgcSYKqr4IePp/Lcexuxu3rj5e6C2eJArZRhsztwOiwYG23cHMnn3ywOXzcljRk7GDZq EievOfDVa3FaTdgl/m1eD7nKBVeVCsn5s3UhA7vFgtnuQCGvZPLAgXx9sgg/Pz12qw2Hw wF4EtcyFJXMxNZ3JjD50x+Qe/ngrlFiNv3LWBWHhepa44/LDYppgY9GQXX6QUaPGEVqq QyDQYvMbMIKYDFRbTSB+QqjHhzODxk1+Bu8sdmtOJwS4ElwqB5vvQ61pw8GLwN+Pi4 4HE4cDgduWh8CgsLo9fBIhj98BxpkeHrr0Xr5EB5swGazIUngdBiprTWjUKpQKCQcDgdWk xmrzQG/KCvvQHJeb/vmwErJYUdSu+HvH0hc27t4dtI4wt1+9pYdThwOO05JwtzYSNbJTYx 4bCK5NlcM3h4/riNXdy0+3t6EBAcCNhxWJ06nE7tTwmm3YzTWY5OU6HwMBIZGMfDpiTz YIQKA4Jj4n+bdcTqRAIX8p68SieuDbW12x4+DPa9vZxf0fn5EtOjAyNHP0rGZ54+X3hxOJ5 LTcf1fqYFGsxyFXIbdbsdhMWOy2W9Uh78+ANRhqafRpkLjIsfplNDq/QmJiGfAiPHc3ykSB WqaxUXhrpTfXJnU1dZid4JSAVUV5dTXlJBV8NMYJNfAaKL0rshqrvDi00+xPrUEvUGPQm bGerMSqUyOi1p1fR07HdQbfxrRITmdOB12jA2NKF1dUQBe3iGEBf/88pyMsI69aBvghsw9k JGvL2X2owH8c+xIVh3Mx9tgQCW33Fieg9rqOhwSqNUuOGw2nE47jUbz9XWMjIDQaAzeP 5+c0cnp1a8x/O11WNVatK4qrGazGBAr/FcRweQPUxMcEUjp+QPsPFuExmYiv/TXhrcpad4 uifxvZ9Gu12CO5dxukKU7w1+chE/NZdauWMpXB3Lodndfnhk7hrz1r5AQ354PDpsZM+ZRv JVWDnw0iYjoViw+oeKVp+/HTavDYayluNxEZISWk8nbOH7VhqqsgOMH1/Bgr97M23KBoN BQ1Ddqw6tCWjN+yD/YNmsoMbGJPPvPzzHpw1FUZ/B9cgpovLiaVcOg5waT88WrRMW0 4Ys8fyYOu/sXPVe56wnxUXA0+Tuyq500NhZSUeGKj3c1l9N/NmhP50eCn46SslLsEjiM5cw a0Y34zkMoNLRn6L3diIzyJ/vYbnZdrsa7sZz8mtqfLUmBISwCe/FZtu9NRan2JC8rA+uPC/Cn Q3stHz17P/c+t5Cfj691cdMS6u/BsZ2buFLiRNmQQ74jki4RRl54uAfDFyQTHOLF2QM7OFp kRlZVTnntz5f9SzKFkqHPTiXAlM66lctYvv0Kd/yjI56/8rta/yCi/CSGd45g9jEZj/dty4xH2pHY91 lkze/noe7NbhysFbR+8AmSpAsM6ppA51HzsDslono9ydN3BbBz/WqWLl+PPbYr8TcKgMqU Lgwc/RLWg3NJjI3hgcencsmoIdhXxp7Nm8g1anAWZlLyK4OgQ3s8wZMx5TzUJYHEOx5g2 VElL0x6gNorKaxY+hkHsqFb+6h/e11jZSVGjYbIoKAfn9ME9uS5h/RMHdyDhI6PcKEOIlr14o nBXbmwZyOff7aMS85ourXwvblF6DZoJPGc5uGOLUjq/SjfFWh5dnB3vny1P7Ft+pOpa8MT fTuhkZfx+pDexHcaiObeCYzq/w/GPDOSyvO7WLFsKRvP2rmvZzy/qKPq4k37xCg2zhhMr8 HT8Gjfk/oDH9I2qQsLtp3/95Whcic8xEDG0R0cyyxHkowUFVbd2HfduHfUWLRZX3Jny3iGf3 iMsWNHE6R3pXTPAqKi4pm5vZYpkx675XVya1k+2ddKOPT9l8x9+1XmrzuOISSA/FN7SLl YhFzmIL/gGq06dSD5ncdpdt8r3PvUy1j2zKR5VCxLjigYM24Abr/augwv/zA8GnLYtuswTpWa wtwssk5t4f6uPdl65a8d3C0IfwZRYO1PYKy6RnZ+MXJ3HWq7FfeAEExXM3ALT8DfXUHel XO4hrbCT2MmMy2LRoUHURFBXMvMwi++OY0Fedi1QYT7u3E1Iwu7NohQHxeu5udSWl WPU+lB87gYdBoZhVnplNZZcPcJljYykE+e6sgWj0eZ/UR3vHyDiQgNQGmvJz3rKvqQcBQ N18gvrcVN54NkNOMbrKO04ComyYWwZjH4uNrJuJBDUOuWeDhN5GdnU93oQOcfSrifK9 kZmZhQo3NVYHfREx7oQWleNiU1ZnT+oUSE+FJdcIUaZQCxIT4g2SkryKGowojWW4vF6i QkPJSqvDTkhihCfT1uHHidnFg1lbGbZex8fwDPDB9DwrA5PNw+AL+QSEL9vKgvKyC3qA Kllw8qsxFtUBDVhbn4xbXBRy3DYa4lLS0bu9INTxcJPAKJCNQhv3HWoaGiiKz8EtT6EHyop kruR3yYHpx2Kq7mkV9Wh6dWh8NmIyQqFltFNnnFtWiDItFRTUFJLa7eN9ebH2W5hYQktk ZZU8SVUiftWoRTknOJek0g0X5uFOXnUlJZj1OmISYhDmVNIYUmV5pHBNFYlk2B0ZW4C D+qr+aSX1qLb0Qcga4WsrLzMDldCIpoRqD3LwdZVl3NIb+kGrlCgUPlSXxMJI76EjLzirHaJ XTBUTQP0f/0CqeVa/k5XKtsQO3lS1S4PzXX8iiuNOHlrcVmkQjy03C13EKz6GbI6q+SVWo hKioCR10J2fnFOBRuhEY2Q6eykp+bS1W9GaW7D3ExYVQXZmHxCCMywBMkJ0dWvcq0 jUaWrfuQaM+bZyckGmtLyc69ihUF2OVEtorHzVpDVk4BRosdtXcIibHBPztBJFFTkk9ecQV OpTvNYqLxkJnIzc6h1gy+IZGE+avIPJ+NVXJgdsgJi47F10uDZG0gKyOTmkYrMpWO1kmx VGZdwuwZQrOA62crzHWlpGcWoPD0JyrCl2tZ6VRb5GiUTmSegQS5mSmsktMiLhQFEnXl hWQXlOPqpQO7DUNIM/SeLj/uu+WFWRSW1qF01xMbG4mpJJtrtWZMjSY89EFEhgVir71 GXpmZyJhmuCqgsfYa2flGIoPqmfjMDHSt21F7eisXVL1ZtfhZTNdKcPHUonDY0AVF4kUt2T lFWF19SYz2p6Qgl2uV9Xj6hhIZ6ovxWg6lNi3RkX4oJYmqa1mUmjyJDfMkJz2DBqcab3cFF qU3oT4K8nKLCYhugY/b7SeqFIS/mwgm/+WWT+zHochnWf7CfX93V343c00ur456jp4vTW Hj/Fn0nLSKEd0C/u5uCb+R5HQwY/g/8H1iCePuaSEGV/5G5mtnefWlyWw9koFXeBIv/vNdh vSME3fOCMINIpgIfyMJc1k+5S7BhOp+4yRmQpMhSRL52ZkENou9/czZgiAIv4MIJoIgCIIgN Bni7xxBEARBEJoMEUwEQRAEQWgyRDARBEEQBKHJEMFEEARBEIQmQwQTQRAEQ RCaDBFMBEEQBEFoMkQwEQRBEAShyRDBRBAEQRCEJkMEE0EQBEEQmgwRTARB EARBaDJEMBEEQRAEockQwUQQBEEQhCZDBBNBEARBEJoMEUwEQRAEQWgyRDA

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	RBEEQBKHJEMFEEARBEIQmQwQTQRAEQRCaDBFMBEEQBEFoMkQwEQRBEAShyRDBRBAEQRCEJkMEE0EQBEEQmgwRTARBEARBaDJEMBEEQRAEockQwUQQBEEQhCZDBBNBEARBEJoMEUwEQRAEQWgyRDARBEEQBKHJEMFEEARBEIQmQwQTQRAEQRCaDBFMBEEQBEFoMkQwEQRBEAShyRDBRBAEQRCEJkMEE0EQBEEQmgwRTARBEARBaDJEMBEEQRAEockQwUQQBEEQhCZDBBNBEARBEJoMEUwEQRAEQWgyRDARBEEQBKHJEMFEEARBEIQmQwQTQRAEQRCaDBFMBEEQBEFoMkQwEQRBEAShyRDBRBAEQRCEJkMEE0EQBEEQmoz/AbwZZ1XBC+3gAAAAAElFTkSuQmCC" alt="" /> A operadora de saúde alega abusividade em face da ausência do medicamento na DU de nº 64 e por trata-se de medicamento oral. No uso da prerrogativa recursal que confere à apelante a possibilidade de exame amplo de ato judicial vergastado por outra composição trago o feito para julgamento c o legiado. D isponho que a s prescrições médicas em demandas da saúde possu em, sob esta relatoria, sobrelevada importância. P asso a discorrer sobre o acerto ou desacerto da sentença citada . Os medicamentos prescritos para uso domiciliar, comumente adquiridos em farmácias, não são obrigatoriamente cobertos pelos planos de saúde. A obrigatoriedade de custeio, na Saúde Suplementar, restringe-se aos medicamentos utilizados durante internação hospitalar (incluindo home care), na quimioterapia oncológica ambulatorial, para antineoplásicos orais de uso domiciliar (e correlatos) , e aos fármacos relacionados a procedimentos constantes no Rol da ANS. A fundamentação é literal na própria Lei nº 9.656/98. Art. 12. São facultadas a oferta, a contratação e a vigência dos produtos de que tratam o inciso I e o § 1o do art. 1o desta Lei, nas segmentações previstas nos incisos I a IV deste artigo, respeitadas as respectivas amplitudes de cobertura definidas no plano-referência de que trata o art. 10, segundo as seguintes exigências mínimas: (Redação dada pela Medida Provisória nº 2.177-44, de 2001) <span

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	style="font-family: "times new roman", times;">I - quando incluir atendimento ambulatorial: a) cobertura de consultas médicas, em número ilimitado, em clínicas básicas e especializadas, reconhecidas pelo Conselho Federal de Medicina; b) cobertura de serviços de apoio diagnóstico e tratamento e demais procedimentos ambulatoriais, solicitados pelo médico assistente; (Vide Medida Provisória nº 1.665, de 1998) b) cobertura de serviços de apoio diagnóstico, tratamentos e demais procedimentos ambulatoriais, solicitados pelo médico assistente; (Redação dada pela Medida Provisória nº 2.177-44, de 2001) c) cobertura de tratamentos antineoplásicos domiciliares de uso oral, incluindo medicamentos para o controle de efeitos adversos relacionados ao tratamento e adjuvantes;(Incluído pela Lei nº 12.880, de 2013) (Vigência) II - quando incluir internação hospitalar: Essa alteração incluiu entre as coberturas obrigatórias dos planos de saúde os tratamentos antineoplásicos orais, os procedimentos radioterápicos para tratamento do câncer e a hemoterapia. O fornecimento dos citados medicamentos deve ser realizado por meio da rede própria ou credenciada da operadora, diretamente ao paciente ou ao seu representante legal. Assim, os medicamentos disponibilizados pela operadora devem ser aqueles utilizados em procedimentos, diagnósticos e/ou do tipo médico-cirúrgicos previstos na segmentação contratada ou antineoplásicos. Caso contrário, o equilíbrio econômico-financeiro do contrato seria comprometido, uma vez que as operadoras enfrentariam custos muito superiores às mensalidades pagas pelos usuários. No presente caso, cumpre-me destacar que o medicamento em questão se configura como fármaco antineoplásico de apresentação oral, destinado ao uso domiciliar. A negativa de custeio por parte do plano de saúde, sob a justificativa de uso domiciliar, revela-se, e aqui peço vênia, em interpretação inadequada, prejudicial e que pode ensejar configurada má-fé processual. <p style="line-height: 200%;

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	text-indent: 2.5cm; margin-top: 0.42cm; margin-bottom: 0cm; background: transparent;" align="justify"> Tal postura desconsidera a prescrição médica e a letra da lei, além de comprometer a dignidade da paciente, que se encontra em situação de extrema vulnerabilidade. A legislação que rege a Saúde Suplementar não pode ser interpretada em desfavor do usuário, especialmente quando há uma indicação clara e fundamentada do médico responsável pelo tratamento. A recusa em custear o medicamento prescrito implica violação dos direitos da paciente, que se vê privada de tratamento essencial para saúde. Portanto, em havendo a prescrição médica e o laudo, estes devem ser respeitados e o custeio do medicamento, uma vez que qualificado como antineoplásico, deve ser garantido à usuária do plano de saúde. Diante do exposto, concedo o deferimento do custeio do medicamento antineoplásico prescrito à paciente, considerando não apenas a literalidade das disposições legais pertinentes, mas, sobretudo, a necessidade de garantir o direito à saúde e à dignidade da pessoa. Desta e.g Corte, trago jurisprudência para fundamentar a tese delineada: Ementa: DIREITO CIVIL E PROCESSO CIVIL. AGRAVO DE INSTRUMENTO EM AÇÃO DE OBRIGAÇÃO DE FAZER. PLANO DE SAÚDE. PACIENTE DIAGNOSTICADO COM FIBROSE PULMONAR (CID10 J84.1). INEFICÁCIA DOS TRATAMENTOS TERAPÊUTICO ANTERIORES. URGÊNCIA E EMERGÊNCIA CARACTERIZADAS. NECESSIDADE DE TRATAMENTO COM APLICAÇÃO DO MEDICAMENTO REGISTRADO E AUTORIZADO PELA ANVISA Nº 1036701730028, NINTEDANIBE 150MG. VISTO QUE O PACIENTE NÃO RESPONDE MAIS AOS TRATAMENTOS CONVENCIONAIS. MEDICAMENTO PREVISTO NA NOTA TÉCNICA Nº 242 NAT-JUS/CE. NEGATIVA DE COBERTURA. INDEVIDA. ABUSIVIDADE DE CLÁUSULA CONTRATUAL. INCIDÊNCIA DA SÚMULA 608 DO STJ. AUSÊNCIA DE PREVISÃO NO ROL DA ANS. DESCABIMENTO. CONTRATO QUE NÃO RESTRINGE A COBERTURA DA DOENÇA. TAXATIVIDADE AFASTADA. RECURSO CONHECIDO E DESPROVIDO. DECISÃO MANTIDA. I. O argumento central vertido nas razões recursais arrima-se, preponderantemente, na aventada desobrigação da operadora de saúde agravante em fornecer a agravada, acometido de Fibrose Pulmonar (CID10 J84.1), do medicamento NINTEDANIBE 150MG, excluído da cobertura contratual. II. A verossimilhança das alegações da parte agravada pode ser evidenciada a partir dos documentos colacionados aos autos que comprovam a urgência nos cuidados com a sua saúde, visto a ineficácia do tratamento terapêutico convencional, o que ensejou a recomendação médica para utilização da substância NINTEDANIBE 150MG, visto a ineficácia dos tratamentos anteriores. III. Assim, cabe ao médico e não à operadora do plano de saúde, determinar o tratamento mais adequado, bem como os procedimentos, medicamentos, técnicas e materiais necessários ao sucesso da intervenção, à luz das condições e peculiaridades do paciente, desde que não haja fraude, má-fé ou verdadeiro erro médico. IV. Cumpre assinalar que o medicamento requestado é indispensável ao tratamento da grave enfermidade que acomete a paciente, e que este se encontra registrado na ANVISA, sob o nº 1036701730028. Além disso, existe atualização recomendada pela nota técnica da ANS 2019/2020, bem como estando previsto na nota técnica Nº 242 NAT-JUS/CE, aplicada ao Sistema Único de Saúde ¿ SUS. Deste modo, entremostra-se inadequada sua recusa, notadamente levando em consideração que se trata de medicamento específico para o tratamento de moléstia gravíssima. V. Nos termos do art. 51, IV e XV do Código de Defesa do Consumidor, são consideradas abusivas as cláusulas contratuais que coloquem o consumidor em desvantagem exagerada, ou que sejam incompatíveis com a boa-fé, a equidade ou que estejam em desacordo com o sistema de proteção ao consumidor e acabem por colocar sua vida em risco. VI. Portanto,

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	clarividente que a conduta da operadora do plano de saúde, ao negar a medicação, na forma prescrita pelo médico, é abusiva e ilegal, não encontrando nenhum respaldo jurídico. VII. Recurso conhecido e desprovido. ACÓRDÃO Visto, relatado e discutido o Agravo de Instrumento nº 0634329-78.2022.8.06.0000, em que figuram como partes as acima nominadas, acorda a 3ª Câmara de Direito Privado do Egrégio Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do Agravo de Instrumento para negar-lhe provimento, nos termos do voto do Relator. Fortaleza, dia e hora da assinatura digital. (TJCE, Agravo de Instrumento de nº 0634329-78.2022.8.06.0000, Órgão julgador da 3ª Câmara de Direito Privado, Rel. Des. PAULO DE TARSO PIRES NOGUEIRA, Data de Julgamento 24/07/2024, GN). Ementa: AGRAVO DE INSTRUMENTO. AÇÃO DE OBRIGAÇÃO DE FAZER. DECISÃO INTERLOCUTÓRIA QUE DEFERIU PEDIDO DE TUTELA DE URGÊNCIA. PLANO DE SAÚDE. SEGURADO DIAGNOSTICADO COM PNEUMONIA INTERSTICIAL FIBROSANTE (CID J 84.1). RECOMENDAÇÃO MÉDICA DE USO DA MEDICAÇÃO NINTEDANIBE. RECUSA DE COBERTURA SOB O ARGUMENTO DE EXCLUSÃO CONTRATUAL, AUSÊNCIA DE PREVISÃO NO ROL DA ANS. DESCABIMENTO. CONTRATO QUE NÃO RESTRINGE A COBERTURA DA DOENÇA. TAXATIVIDADE AFASTADA. RECURSO CONHECIDO E IMPROVIDO. DECISÃO MANTIDA. 1. Cuida-se de Agravo de Instrumento interposto da decisão interlocutória que deferiu o pedido de tutela de urgência nos autos da Ação Obrigação de Fazer manejada em desfavor da UNIMED FORTALEZA - SOCIEDADE COOPERATIVA MÉDICA LTDA. 2. Extrai-se do exame dos fólios que o segurado, na condição de consumidor regular de plano de saúde fornecido pela operadora promovida, solicitou, através de profissional médico, a medicação NINTEDANIBE, por ser portador de moléstia diagnosticada como pneumonia intersticial fibrosante (CID J 84.1) desde 2010 e, dentre outras considerações. Aduz que, apesar da expressa indicação médica, a operadora promovida negou o medicamento solicitado. 3. Em análise dos fólios, é de reconhecer que o decisum primário não é apto a causar dano ou lesão grave à recorrente. Ao contrário, caso a medida antecipatória não tivesse sido deferida pelo Juízo de Planície, o recorrido era quem teria suportado uma grave lesão, já que não restam dúvidas de que a saúde do agravado inspira cuidados urgentes, de forma a garantir não apenas o direito à saúde, mas o direito à vida. 4. O tratamento a ser dispensado ao paciente não depende de juízo a ser exercido pelo plano de saúde. Nessa senda, cabe ao médico, e não à operadora do plano de saúde, apontar o tratamento e o fármaco mais adequado para fazer frente ao mal de que padece o enfermo. Ou seja, havendo prescrição médica e sendo a moléstia abrangida pelo contrato, a recusa da ré é ilegal. 5. Ademais, a Lei 14.454/2022 passou a estabelecer que o rol de procedimentos da ANS serve apenas como referência básica para os planos privados de saúde, afastando a alegação de taxatividade da lista. 6. Além disso, diante da inexistência de outros medicamentos para o tratamento da enfermidade do autor, bem como diante da não indicação de outras alternativas terapêuticas aptas a promover a cura ou, ao menos, o retardo da evolução da doença do demandante por parte requerida, entendo caracterizada a exceção de fornecimento de medicamento para a patologia que acomete o autor, a ser ministrado em domicílio. 7. Recurso conhecido e improvido. Decisão interlocutória mantida. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para NEGAR-LHE PROVIMENTO, tudo em conformidade com o voto da e. Relatora. (TJCE, Agravo de Instrumento de nº 0634755-56.2023.8.06.0000, Órgão julgador da 2ª Câmara de Direito Privado, Rela. Desa. MARIA DE FÁTIMA DE MELO LOUREIRO, Data de Julgamento 29/11/2023, GN). Isto posto, hei por bem conhecer do recurso da promovida para negar provimento, mantendo a sentença incólume. Considerando o trabalho enfrentado nos autos e o provimento à favor da apelante, inverto a sucumbência com fundamento no art. 86, do CPC e mantenho o valor arbitrado no juízo de piso, porquanto atende os requisitos do art. 85,§ 2º, do CPC. É COMO VOTO.

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	TEMA 1.150 STJ. NECESSIDADE DE RETORNO DOS AUTOS À ORIGEM. SENTENÇA ANULADA. RECURSO CONHECIDO E DESPROVIDO. DECISÃO MONOCRÁTICA MANTIDA. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">I. CASO EM EXAME </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Trata-se de agravo interno visando a reforma da decisão monocrática proferida por esta Relatoria, que deu provimento ao recurso de apelação ingressado pela parte autora, anulando a sentença de origem e determinando o retorno dos autos ao Juízo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">para regular processamento do feito <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">II. DISCUSSÃO EM QUESTÃO </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-

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	family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Cinge-se controvérsia a respeito do termo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">da contagem do prazo prescricional para ajuizamento de ação em que se debate irregularidades ou falhas na administração dos vinculados às contas PASEP. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">III. RAZÕES DE DECIDIR </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">De início, é importante novamente registrar que o Superior Tribunal de Justiça, no julgamento dos processos paradigmas REsp nº 1895936/TO, REsp nº 1895941/TO e REsp nº 1951931/DF, representativos de controvérsia afetados para julgamento pelo procedimento dos Recursos Especiais Repetitivos sob o Tema Repetitivo 1.150, fixou a tese de que “ <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que

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	o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">” </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. No ponto, sobre o prazo prescricional, restou decidido que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Desse modo, diferente do que restou julgado pelo Magistrado singular, que estabeleceu a data do último saque efetivamente realizado como marco inicial para o prazo prescricional (20 de abril de 2010), entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 18 de dezembro de 2019, conforme documento de id. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">18036983 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, não fulminando a pretensão. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">IV. DISPOSITIVO </p> <div class="OutlineElement Ltr

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	SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">6. Recurso conhecido e desprovido. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Jurisprudência relevante citada: <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">“O <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(Tema Repetitivo n° 1150, do Superior Tribunal de Justiça). <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">” </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select:

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	text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para negar-lhe provimento, nos termos do voto do relator. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025 </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align:

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	center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATOR </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATÓRIO </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both;

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	cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Trata-se de agravo interno interposto pelo BANCO DO BRASIL S/A, visando a reforma da decisão monocrática proferida por esta Relatoria, que deu provimento ao recurso de apelação ingressado por ALINE CAVALCANTE BEZERRA, anulando a sentença de origem e determinando o retorno dos autos ao Juízo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">para regular processamento do feito <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Em suas razões recursais, o agravante argumenta pela ocorrência da prescrição no feito, uma vez que o termo inicial de sua contagem seria com a ciência do direito violado, o que, de acordo com o decidido pelo Superior Tribunal de Justiça no Tema Repetitivo nº 1.150, se daria com o resgate/saque dos valores pela parte

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	autora. Dessa forma, postula pelo provimento do presente agravo. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É o relatório. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-

Processo	0269449-79.2024.8.06.0001
	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px;"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">VOTO </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os requisitos de admissibilidade, conheço do recurso interposto e passo a analisá-lo. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Cinge-se controvérsia a respeito do

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	termo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">da contagem do prazo prescricional para ajuizamento de ação em que se debate irregularidades ou falhas na administração dos vinculados às contas PASEP. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">De início, é importante novamente registrar que o Superior Tribunal de Justiça, no julgamento dos processos paradigmas REsp nº 1895936/TO, REsp nº 1895941/TO e REsp nº 1951931/DF, representativos de controvérsia afetados para julgamento pelo procedimento dos Recursos Especiais Repetitivos sob o Tema Repetitivo 1.150, fixou a tese de que “ <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">emrazão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-

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	BR">” </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No ponto, sobre o prazo prescricional, restou decidido que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desse modo, diferente do que restou julgado pelo Magistrado singular, que estabeleceu a data do último saque efetivamente realizado como marco inicial para o prazo prescricional (20 de abril de 2010), entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 18 de dezembro de 2019, conforme documento de id. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">18036983 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures:

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	none !important;" lang="PT-BR" xml:lang="PT-BR">, não fulminando a pretensão. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, cito vasta jurisprudência de todas as Câmaras de Direito Privado desta Corte de Justiça, inclusive com precedentes recentes desta 3ª Câmara de Direito Privado: </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO CIVIL E PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO INDENIZATÓRIA. PASEP. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. TESE FIRMADA PELO STJ. SENTENÇA ANULADA. RETORNO DOS AUTOS À ORIGEM. PROVIMENTO. I. CASO EM EXAME 1. Apelação cível interposta contra sentença que extinguiu o feito sem resolução de mérito, por ilegitimidade passiva do Banco do Brasil S/A, e, subsidiariamente, julgou improcedente o pedido indenizatório referente a supostas irregularidades na conta PASEP do autor. 2. O recorrente sustenta que o Banco do Brasil possui legitimidade passiva, sendo responsável pela gestão dos valores do PASEP, e que não há prova de que tenha recebido corretamente os valores devidos. II. QUESTÃO EM DISCUSSÃO 3. A questão em discussão consiste em verificar a legitimidade passiva do Banco do Brasil para

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	responder por eventuais falhas na administração dos valores vinculados ao PASEP e, em caso positivo, a necessidade de anulação da sentença para regular processamento do feito. III. RAZÕES DE DECIDIR 4. O STJ, no julgamento do Tema nº 1.150, reconheceu a responsabilidade do Banco do Brasil S/A <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">por irregularidades nas contas PASEP, eximindo a União Federal. 5. A jurisprudência consolidada estabelece que a prescrição aplicável é a decenal (art. 205 do CC/2002) e que o marco inicial para sua contagem é o momento em que o servidor público tem ciência inequívoca do dano, <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">o que se dá com a entrega dos extratos microfilmados <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. 6. A decisão recorrida contrariou esse entendimento ao afastar a legitimidade do Banco do Brasil, impondo-se sua reforma para garantir o regular prosseguimento do feito. IV. DISPOSITIVO E TESE 7. Apelação cível conhecida e provida para anular a sentença e determinar o retorno dos autos à origem para instrução e julgamento do mérito. Tese de julgamento: "O Banco do Brasil S/A é parte legítima para figurar no polo passivo de demandas que discutam irregularidades na administração de contas vinculadas ao PASEP, incluindo falhas na prestação do serviço, saques indevidos e ausência de correção dos rendimentos." ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (<span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Apelação Cível - 0012522-93.2019.8.06.0117, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 19/02/2025, data da publicação: 19/02/2025 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">) </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun

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	SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, SAQUES E DESFALQUES DE VALORES NA CONTA VINCULADA DO PASEP DO AUTOR. SENTENÇA QUE DECRETOU A PRESCRIÇÃO. INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CIÊNCIA INEQUÍVOCA DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO. NECESSIDADE DE PERÍCIA CONTÁBIL. SENTENÇA ANULADA. RECURSO CONHECIDO E PROVIDO. 1. O cerne da controvérsia reside na aferição de responsabilidade do Banco do Brasil pela má gestão dos valores contidos em conta do PASEP vinculada ao servidor autor. Sentença extinguiu o feito declarando a prescrição da pretensão. 2. Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo STJ, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3 Desta forma, o lapso da prescrição teve início quando o autor teve acesso aos extratos da sua conta vinculada ao PASEP, emitido em 10/10/2023, não fulminando o direito de ação exercitado em 12/01/2024. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Verifica-se ainda que, por ocasião da sentença, houve o anúncio do julgamento antecipado do mérito, por se tratar de matéria que poderia ser apreciada somente com base na prova documental já existente nos autos. O d. Juízo de primeiro grau, então, indeferiu os pedidos de perícia contábil sendo que não detinha conhecimento técnico para apreciação da documentação acostada pela parte autora. 5. No caso, a prova pericial contábil se revela indispensável para a aferição de eventual saldo a receber pelo autor decorrente de má gestão dos valores depositados na conta PASEP por parte do promovido, pois somente por ela será possível constatar se o valor recebido pelo demandante na data do saque corresponde ao montante realmente devido, ou se de fato houve desfalques sem comprovação da destinação e sem a devida atualização. 6.RECURSO CONHECIDO E PROVIDO. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos, em que são partes as acima indicadas, acordam os Desembargadores integrantes da 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para dar-lhe provimento, em conformidade com o voto do Relator. Fortaleza (CE), data indicada no sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator (Apelação Cível - 0200025-85.2024.8.06.0053, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA, <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3ª Câmara Direito Privado, data do julgamento: 09/10/2024 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 09/10/2024) </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p

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	class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO EM AÇÃO DE INDENIZAÇÃO QUE JULGOU LIMINARMENTE IMPROCEDENTE O PLEITO, ANTE O RECONHECIMENTO DA PRESCRIÇÃO. PASEP. PRESCRIÇÃO DECENAL. PRINCÍPIO DA ACTIO NATA. TEORIA DA CIÊNCIA INEQUÍVOCA. PRESCRIÇÃO NÃO CONFIGURADA. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. I- CASO EM EXAME 1. Trata-se de Apelação Cível interposta, adversando sentença proferida nos autos da Ação de Indenização em epígrafe, que julgou liminarmente improcedente a ação pelo reconhecimento da prescrição, com apreciação do mérito. II ¿ QUESTÃO EM DISCUSSÃO 2. Cinge-se a controvérsia recursal em aferir se a pretensão deduzida na exordial encontra-se atingida pela prescrição. III ¿ RAZÕES DE DECIDIR <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 3. O Tema nº 1.150 /STJ dispôs sobre o prazo prescricional para os casos em análise, o qual restou consolidado o prazo decenal, na forma do artigo 205 do Código Civil, assim como a aplicação da teoria da <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata. Com isso, o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 4. Isto posto, entendo que a prescrição reconhecida pelo Juízo de primeiro grau há de ser afastada, uma vez que restou suficientemente explicitado, diante da descrição fática narrada na petição inicial, que a parte promovente somente teve ciência acerca dos desfalques em seus rendimentos na data de emissão dos extratos microfilmados de sua conta PASEP em 2024. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">IV ¿ DISPOSITIVO 5. Recurso conhecido e provido. Sentença anulada. Retorno dos autos à origem, para regular seguimento. ACÓRDÃO Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em CONHECER do recurso interposto, para DAR-LHE PROVIMENTO, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora (Apelação Cível - 0259357-42.2024.8.06.0001, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3ª Câmara Direito Privado, data do julgamento: 04/12/2024 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação:

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	04/12/2024) </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DE RESSARCIMENTO. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR (PASEP). SENTENÇA DECLARATÓRIA DE PRESCRIÇÃO DA PRETENSÃO AUTORAL. IRRESIGNAÇÃO DA PARTE AUTORA. ANÁLISE SOBRE O TERMO INICIAL DA PRESCRIÇÃO. APLICAÇÃO DO TEMA REPETITIVO Nº 1.150 DO STJ. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS AO JUÍZO DE ORIGEM. 1. De início, cumpre salientar que as preliminares de ofensa à dialeticidade e de revogação de justiça gratuita, sustentadas pela parte apelada em sede de contrarrazões, não merecem prosperar. 2. Ultrapassados tais pontos, o presente recurso limita-se a impugnar a improcedência do pedido exordial, ante o reconhecimento da prescrição da pretensão autoral. 3. Sobre o tema, o Superior Tribunal de Justiça (STJ) firmou o Tema Repetitivo nº 1.150, na qual restou decidido que ¿ <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">Pasep.¿ <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Dessa maneira, o lapso da prescrição teve início quando a parte autora teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 2023, não fulminando o direito de ação exercitado neste mesmo ano. <span

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	(tema nº 1.150), quando do recebimento do extrato ou das microfilmagens. retorno dos autos à vara de origem para o devido processamento e julgamento do litígio. recurso conhecido e provido. sentença cassada. I. Caso em exame 1. Trata-se de Apelação Cível adversando sentença proferida pelo Juízo da 37ª Vara Cível da Comarca de Fortaleza que, nos autos da Ação de indenização por danos materiais e morais, julgou liminarmente improcedentes os pedidos iniciais, por reconhecer a ocorrência da prescrição. II. Questão em discussão 2. Cinge-se a controvérsia recursal em analisar se resta configurada a prescrição da ação proposta para discutir a suposta irregularidade na gestão e atualização monetária dos valores depositados a título de PASEP. III. Razões de decidir 3. A matéria em discussão foi objeto de apreciação pelo Superior Tribunal de Justiça, quando afetou ao rito dos recursos repetitivos o tema nº 1.150, tendo o Tribunal da Cidadania uniformizado a interpretação da legislação infraconstitucional por meio das teses abaixo destacadas: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. A fluência do prazo prescricional de dez anos para a parte exercer a pretensão condenatória começa a partir da data em que se tem conhecimento da lesão, pois, de acordo com o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, o direito de pleitear a indenização surge quando a lesão e suas consequências são constatadas. 5. No caso em análise, verifica-se que o saque do PASEP pela parte promovente ocorreu em 22/09/2011, momento em que o Juízo a quo considerou que a parte tomou conhecimento do saldo de sua conta individual do PASEP, surgindo, a partir dessa data, a pretensão para questionar possíveis inconsistências e desvios. 6. Todavia, o precedente vinculante mencionado firmou o entendimento de que o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao PASEP. 7. Assim, o entendimento mais escorreito é no sentido de que o termo inicial da contagem do prazo prescricional da pretensão autoral se dá quando do recebimento do extrato ou das microfilmagens da sua conta. No exame do caderno processual, tem-se que a autora sustentou que o recebimento dos extratos de fls. 26/42 ocorreu em 13/11/2023, cerca 8 meses antes do ajuizamento da ação (11/07/2024), de modo que não há que se falar em prescrição. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">8. A sentença merece, portanto, ser cassada, em vista da inocorrência do prazo prescricional decenal. Por fim, é necessário ressaltar que não é o caso de aplicar a teoria da causa madura, uma vez que sequer houve citação da parte demandada, bem como haver necessidade de dilação probatória. IV. Dispositivo 9. Recurso conhecido e provido.

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	Sentença cassada. ACÓRDÃO Vistos, relatados e discutidos estes autos, acordam os membros da Primeira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade de votos, em conhecer do recurso interposto pela parte autora para DAR-LHE PROVIMENTO, nos termos do voto do Desembargador Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (Apelação Cível - 0250524-35.2024.8.06.0001, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">1ª Câmara Direito Privado <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">data do julgamento: 11/12/2024 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 11/12/2024) </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, ACRÉSCIMOS ILEGAIS, SAQUES E À DIFERENÇA DE VALORES NA CONTA VINCULADA DO PASEP DA AUTORA/RECORRENTE. SENTENÇA QUE RECONHECEU A ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. QUESTIONAMENTO SOLUCIONADO NO JULGAMENTO DO TEMA REPETITIVO Nº 1.150 QUE UNIFORMIZOU A INTERPRETAÇÃO DA LEGISLAÇÃO INFRACONSTITUCIONAL PARA SEDIMENTAR, DENTRE OUTRAS TESES NÃO DEVOLVIDAS NO APELO, QUE "O BANCO DO BRASIL POSSUI LEGITIMIDADE PASSIVA AD CAUSAM PARA FIGURAR NO POLO PASSIVO DE DEMANDA NA QUAL SE DISCUTE EVENTUAL FALHA NA PRESTAÇÃO DO SERVIÇO QUANTO A CONTA VINCULADA AO PASEP, SAQUES INDEVIDOS E DESFALQUES, ALÉM DA AUSÊNCIA DE APLICAÇÃO DOS RENDIMENTOS ESTABELECIDAS PELO CONSELHO DIRETOR DO REFERIDO PROGRAMA". PRESCRIÇÃO: INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CONHECIMENTO DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. IMPOSSIBILIDADE DE JULGAR O MÉRITO (ART. 1.013, § 3º, I, DO CPC). SENTENÇA ANULADA. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO, INCLUSIVE APRECIAR A RESPEITO DA NECESSIDADE DE PROCEDER À PROVA PERICIAL CONTÁBIL. - A petição inicial remete à apreciação do Judiciário litígio que

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	envolve a responsabilidade do Banco do Brasil S/A quanto à má gestão dos valores depositados pela União do programa PIS/PASEP, pugnando, ainda, pela indenização por danos morais e materiais. - O Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional no julgamento do tema repetitivo nº 1.150 para reconhecer, dentre outras teses não devolvidas na via apelatória, que "o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa". - O caso em julgamento não envolve a aplicação da Súmula nº 77 do STJ, mas o entendimento uniformizado na apreciação do tema repetitivo nº 1.150 do mencionado Tribunal Superior. - Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo Tribunal da Cidadania, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desta forma, o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, não fulminando o direito de ação exercitado em 04/11/2019 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. RECURSO CONHECIDO E PROVIDO EM PARTE. (TJCE - Apelação Cível - 0090254-05.2019.8.06.0133, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2ª Câmara Direito Privado, data do julgamento: 21/08/2024 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 21/08/2024) </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-

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	user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL ¿ AÇÃO INDENIZATÓRIA ¿ PASEP ¿ JULGAMENTO DE IMPROCEDÊNCIA COM BASE NO RECONHECIMENTO DA PRESCRIÇÃO ¿ PRETENSÃO DE REFORMA ¿ PRELIMINAR CONTRARRECURSAL ¿ ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A ¿ AFASTADA ¿ TEMA REPETITIVO 1150 DO STJ ¿ INCOMPETÊNCIA DA JUSTIÇA COMUM ¿ DESACOLHIDA ¿ MÉRITO RECURSAL ¿ PRESCRIÇÃO ¿ TERMO INICIAL ¿ CIÊNCIA DO DIREITO VIOLADO ¿ TEORIA DA ACTIO NATA ¿ PREJUDICIAL DE MÉRITO NÃO ACOLHIDA ¿ RECURSO CONHECIDO E PROVIDO. 1. O presente recurso de apelação visa à reforma da sentença que julgou extinto o feito, com resolução de mérito, com base no reconhecimento da prescrição do direito de ação. 2. Preliminares <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">contrarrecursais ¿ Ilegitimidade passiva do Banco do Brasil S/A e incompetência absoluta da Justiça Comum ¿ No recente julgamento do Tema Repetitivo 1150, o Superior Tribunal de Justiça estabeleceu que o Banco do Brasil é parte legítima para ser incluído como réu em ações que discutem a gestão dos valores depositados no PASEP, seja no que tange à correção de valores depositados, como a saques efetuados. (REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 21/9/2023). À vista disso, e em atenção ao enunciado da Súmula 42 do STJ, não há dúvidas de que a competência para conhecer e julgar a ação em liça é a da Justiça Comum. Preliminares rejeitadas. 3. Mérito recursal ¿ Prescrição ¿ Sobre o tema da prescrição, o Superior Tribunal de Justiça, no julgamento do Recurso Especial Repetitivo n.º 1.951.931/DF (Tema n.º 1.150), de 13/09/2023, firmou as seguintes teses vinculantes: ¿ <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil;¿ ¿ <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.¿ 4. Portanto, segundo a tese fixada, é decenal o prazo prescricional para se questionar, em juízo, eventuais danos causados, em razão de desfalques e de incorreta aplicação da atualização monetária, na conta individual vinculada ao PASEP. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 5. Por seu turno, o termo a quo do lapso prescricional, segundo a teoria da <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio <span class="NormalTextRun SCXW41833296 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">nata, é a data em que o titular da conta toma ciência, comprovadamente, dos desfalques, que, em casos tais, acontece quando tem acesso aos extratos da conta PASEP, pois só então passa a conhecer o fato e a extensão de suas consequências. Precedentes do TJCE. No caso concreto, a demandante obteve acesso ao extrato da sua conta PASEP aos 27/02/2024 (fl. 59), e ajuizou a presente ação em 01/03/2024, portanto, não há que se falar em <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">prescrição.. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 6. Em que pese seja afastada a ocorrência da prescrição no caso vertente, o processo não está apto para imediato julgamento nesta instância (teoria da causa madura ¿ art. 1.013, § 3º, do CPC), haja vista que não foi dada, às partes, oportunidade de produzir provas, sobretudo pericial, considerada indispensável na espécie, haja vista que exige conhecimento contábil para calcular a correção monetária, notadamente quanto aos diversos expurgos inflacionários dos planos econômicos, a aplicação de juros e eventuais saques indevidos de valores depositados em conta vinculada ao Programa PASEP. 7. Recurso conhecido e provido. Sentença desconstituída. ACÓRDÃO <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ACÓRDÃO : Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer e dar provimento ao recurso interposto, desconstituindo a sentença, nos termos do voto da e. Relatora. (Apelação Cível - 0213816-83.2024.8.06.0001, Rel. Desembargador(a) MARIA DE FÁTIMA DE MELO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">LOUREIRO,, data da publicação: 23/10/2024) <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2ª Câmara Direito Privado, data do julgamento: 23/10/2024 </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"

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	lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO CIVIL. APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR PÚBLICO - PASEP. BANCO DO BRASIL. LEGITIMIDADE PASSIVA E PRESCRIÇÃO SUPERADAS. TESES FIXADAS PELO STJ. TEMA 1150. NECESSIDADE DE DILAÇÃO PROBATÓRIA. RETORNO DOS AUTOS À ORIGEM. RECURSO CONHECIDO E PROVIDO. 1. Trata-se de apelação interposta por <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Antonia Aquino Jorge de Souza, objurgando a sentença proferida pelo juízo da Vara Única da Comarca de Tamboril, que, nos autos da ação ordinária indenizatória por danos morais e materiais n° 0001138-71.2019.8.06.0170, proposta em face de Banco do Brasil S/A, reconheceu como prescrita a pretensão, e extinguiu o feito com resolução de mérito, nos termos do artigo 487, II, do CPC. 2. Reforçado nas contrarrazões a tese de ilegitimidade passiva do Banco do Brasil, mas tal questionamento foi superado diante do julgamento do Tema Repetitivo n° 1.150, em que foi firmado os seguintes entendimentos: ¿i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep¿. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. Quanto ao prazo prescricional, objeto da análise recursal, diante precedente vinculante, vê-se que o termo inicial para o início da contagem é o dia em que o titular, comprovadamente, tomou ciência dos desfalques realizados na conta individual vinculada ao Pasep. Conforme a documentação contida nos autos referida data se deu em 19 de fevereiro de 2019, ocasião em a autora teve acesso aos documentos microfilmados. Se a demanda foi proposta em 28 de junho de 2019, não se encontra prescrito o direito perseguido. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Superadas as premissas acima mencionadas, verifica-se que há necessidade de retorno dos autos à origem para fins de dilação probatória, especialmente em relação a eventual perícia, uma vez que se demanda conhecimento contábil para fins de apuração dos valores apontados pela apelante como devidos pela instituição financeira ré, bem como análise do próprio direito, questões não analisadas pelo juízo primevo como o dano moral requerido. 5. Recurso conhecido e provido, reconhecendo-se a legitimidade passiva do promovido e a não prescrição do direito de ação, determinando-se o retorno dos autos ao juízo de 1º grau para o regular processamento do feito. (Apelação Cível - 0001138-71.2019.8.06.0170, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4ª Câmara Direito Privado, data do julgamento: 09/07/2024 <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 09/07/2024) </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Portanto, seguindo o entendimento que é adotado por esta Corte de Justiça, reconheço que o termo inicial da contagem do prazo prescricional da pretensão do autor se dá quando do recebimento do extrato ou das microfilmagens da sua conta. <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No caso dos autos, o recebimento do extrato se deu em 18 de dezembro de 2019, tendo a ação sido intentada em 18 de setembro de 2024, de forma que, no caso, a pretensão autoral não se encontra prescrita. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;"

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	lang="PT-BR" xml:lang="PT-BR">Ante o exposto, conheço do presente recurso para NEGAR-LHE PROVIMENTO, nos termos em que fundamentado. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É como voto. </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. </p> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> RAIMUNDO NONATO SILVA SANTOS </p> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR RELATOR <div class="OutlineElement Ltr SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW41833296 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR">

Processo	0270813-86.2024.8.06.0001
Número de ordem	14
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	PASEP
Polo ativo	ELISABETE ROCHA MOURA
Advogado(s) - Polo ativo	NATHALIA GUILHERME BENEVIDES BORGES - (CE28463-A)
Polo passivo	BANCO DO BRASIL S.A.
Advogado(s) - Polo passivo	DAVID SOMBRA PEIXOTO - (CE16477-A)
Terceiros	Não informado

Processo	0270813-86.2024.8.06.0001
Acordão	<p style="text-align: center;">

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	BR">COM O ACESSO AO EXTRATO MICROFILMADO. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">LEGITIMIDADE <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AD CAUSAM <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DO BANCO DO BRASIL PARA FIGURAR NO POLO PASSIVO. COMPETÊNCIA DA JUSTIÇA ESTADUAL. PRECEDENTES TJCE <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. TEMA 1.150 STJ. NECESSIDADE DE RETORNO DOS AUTOS À ORIGEM. SENTENÇA ANULADA. RECURSO CONHECIDO E DESPROVIDO. DECISÃO MONOCRÁTICA MANTIDA. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">I. CASO EM EXAME </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">1. Trata-se de agravo interno visando a reforma da decisão monocrática proferida por esta Relatoria, que deu provimento ao recurso de apelação ingressado pela parte autora, anulando a sentença de origem e determinando o retorno dos autos ao Juízo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">para regular processamento do feito <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR"

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	xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">II. DISCUSSÃO EM QUESTÃO </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2. Cinge-se controvérsia a respeito da legitimidade passiva do Banco do Brasil para o feito e do termo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">da contagem do prazo prescricional para ajuizamento de ação em que se debate irregularidades ou falhas na administração dos vinculados às contas PASEP. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">III. RAZÕES DE DECIDIR </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No caso, considerando que o Banco do Brasil atua como depositário dos valores recolhidos e responsável por executar as determinações do Conselho Diretor do Fundo PIS/PASEP, vinculado à Secretaria do Tesouro Nacional do Ministério da Economia, se ele deixar de cumprir essas funções ou o fizer de forma inadequada, mostra-se parte legítima para ser integrar a demanda. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph

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	SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Nesse sentido, é o tema 1.150 do Superior Tribunal de Justiça, julgado sob o rito dos recursos repetitivos: “ <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.”. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Reconhecida a legitimidade passiva da instituição financeira, de rigor, portanto, a aplicação do Enunciado de Súmula 42 do Superior Tribunal de Justiça para determinar a competência da Justiça Estadual para processar e julgar as causas cíveis relativas ao PASEP, em razão da gestão das referidas contas realizada pelo Banco do Brasil S/A, sociedade de economia mista. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">6. Sobre o prazo prescricional, restou decidido que o termo inicial para contagem do

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	prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">7. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desse modo, diferente do que restou julgado pelo Magistrado singular, que estabeleceu a data do último saque efetivamente realizado como marco inicial para o prazo prescricional (08 de junho de 2005), entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 07 de novembro de 2023, conforme documento de id. 18136750, não fulminando a pretensão. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">IV. DISPOSITIVO </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">8. Recurso conhecido e desprovido. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-

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	BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Jurisprudência relevante citada: <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(Tema Repetitivo n° 1150, do Superior Tribunal de Justiça). <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">” </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-

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	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para negar-lhe provimento, nos termos do voto do relator. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025 </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph

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	SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATOR </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATÓRIO </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span style="font-family: "times new

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	roman", times;"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Trata-se de agravo interno interposto pelo BANCO DO BRASIL S/A, visando a reforma da decisão monocrática proferida por esta Relatoria, que deu provimento ao recurso de apelação ingressado por ELISABETE ROCHA MOURA, anulando a sentença de origem e determinando o retorno dos autos ao Juízo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">para regular processamento do feito <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Em suas razões recursais, o agravante argumenta pela sua ilegitimidade passiva e a ocorrência da prescrição no feito, uma vez que o termo inicial de sua contagem seria com a ciência do direito violado, o que, de acordo com o decidido pelo Superior Tribunal de Justiça no Tema Repetitivo nº 1.150, se daria com o resgate/saque dos valores pela parte autora. Dessa forma, postula pelo provimento do presente agravo. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-

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	user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É o relatório. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">VOTO </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os requisitos de admissibilidade, conheço do recurso interposto e passo a analisá-lo. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Cinge-se controvérsia a respeito da legitimidade passiva do Banco do Brasil para o feito e do termo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">da contagem do prazo prescricional para ajuizamento de ação em que se debate irregularidades ou falhas na administração dos vinculados às contas PASEP. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-

Processo	0270813-86.2024.8.06.0001
	select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Pois bem. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É cediço que a Lei Complementar nº 8/1970 criou o Programa de Formação do Patrimônio do Servidor Público – PASEP, fundo que será constituído por contribuições da União, dos Estados, dos Municípios, do Distrito Federal e dos Territórios, recolhidas mensalmente ao Banco do Brasil (art. 2º) e distribuídas entre todos os servidores em atividade (art. 4º). A teor do art. 5º da referida Lei Complementar, a administração do programa é de responsabilidade do Banco do Brasil, que recebe uma comissão por esse serviço, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">verbis <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">: </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none

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	!important;" lang="PT-BR" xml:lang="PT-BR">Art. 5º – O Banco do Brasil S.A., ao qual competirá a administração do Programa, manterá contas individualizadas para cada servidor e cobrará uma comissão de serviço, tudo na forma que for estipulada pelo Conselho Monetário Nacional. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No caso em comento, o autor alega a inércia do BANCO DO BRASIL, empresa responsável pela gestão dos valores depositados pela União, revelando-se adequado que o referido agente financeiro figure como réu na ação, na medida em que teria falhado em gerir os valores depositados e mantidos em conta individual do PASEP. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Com efeito, uma vez que o Banco do Brasil atua como depositário dos valores recolhidos e responsável por executar as determinações do Conselho Diretor do Fundo PIS/PASEP, vinculado à Secretaria do Tesouro Nacional do Ministério da Economia, se ele deixar de cumprir essas funções ou o fizer de forma inadequada, mostra-se parte legítima para ser integrar a demanda. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-

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	word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Nessa perspectiva, é necessário distinguir as circunstâncias acerca do erro nos valores sacados a título de PASEP: se é resultado da ausência de depósitos ou de depósitos insuficientes por parte da União, ou se a discrepância na conta é devida à falta de aplicação da correção monetária pela instituição bancária gestora e/ou a saques indevidos. No caso concreto, a alegação do autor/apelante é a segunda hipótese. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Acerca da temática, imprescindível salientar que a Primeira Seção do Superior Tribunal de Justiça, no julgamento submetido ao rito dos recursos repetitivos (Tema 1.150), firmou as seguintes teses jurídicas: </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-

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	kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Portanto, constata-se que, sendo o Banco do Brasil S/A administrador e responsável pelas contas bancárias onde estão presentes os montantes provenientes da contribuição em tela, detém legitimidade passiva para figurar no polo passivo das demandas que discutem eventuais falhas na prestação de serviços e responsabilidade decorrente da má gestão da instituição financeira, derivada de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do PASEP, afastando, portanto, a legitimidade passiva da União, a qual, de acordo com a Corte Superior, somente detém legitimidade para figurar no polo passivo de ações judiciais que versam sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">De rigor, portanto, a aplicação da Súmula 42 do Superior Tribunal de Justiça para determinar a competência da Justiça Estadual para processar e julgar as causas cíveis relativas ao PASEP, em razão da gestão das referidas contas realizada pelo Banco do Brasil S/A, sociedade de economia mista </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Sobre a questão, colaciono precedentes desta 3ª Câmara de Direito Privado: </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span style="font-family: "times

Processo	0270813-86.2024.8.06.0001
	new roman", times;"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO EM AÇÃO DE INDENIZAÇÃO QUE EXTINGUIU O FEITOSEM RESOLUÇÃO DO MÉRITO, ANTE O RECONHECIMENTO DE ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL CONSTADA. TEMA REPETITIVO 1150, DO STJ. CABIMENTO DE DECISÃO MONOCRÁTICA, NOS TERMOS DO ART. 932, IV, `B¿, DO CPC AGRAVO INTERNO CONHECIDO E DESPROVIDO. DECISÃO MONOCRÁTICA QUE ANULOU A SENTENÇA DETERMINANDO O REGULAR PROCESSAMENTO DO FEITO CONFIRMADA. 1. Reclama o agravante que no presente caso não caberia julgamento monocrático, pelo que deveria a matéria ser levada ao crivo do colegiado, requerendo, ainda, manutenção da sentença que extinguiu o feito sem resolução do mérito, nos moldes do art. 485, Inc. VI, do CPC, haja vista entender que o Banco do Brasil S/A, seria mesmo parte ilegítima para compor o polo passivo da demanda. 2. A matéria afeta ao caso em apreço encontra-se prevista em sistemática de Recursos Repetitivos, enquadrando-se no situação hipotética do art. 932, IV, `b¿, do CPC - Tema 1.150, do STJ, que diz que ¿o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">programa¿.Precedentes , inclusive, deste Tribunal de Justiça do Estado do Ceará. 3. Agravo Interno conhecido e DESPROVIDO. ACÓRDÃO Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em CONHECER do recurso interposto, para julgar-lhe DESPROVIDO, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora (Agravo Interno Cível - 0195741-69.2019.8.06.0001, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 15/05/2024, data da publicação: 15/05/2024). </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO CIVIL. RECURSO DE APELAÇÃO CÍVEL EM AÇÃO DE INDENIZAÇÃO. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL. TEMA 1150/STJ (TRÂNSITO EM JULGADO EM 17/10/2023). PARTE RECORREU CONTRA A EXTINÇÃO DO PROCESSO. RECURSO

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	CONHECIDO E PROVIDO RECONHECENDO A LEGITIMIDADE PASSIVA AD CAUSAM. 01. O cerne da controvérsia consiste tão somente em analisar o julgamento de extinção do processo, ante a ilegitimidade do Banco do Brasil S/A para figurar no polo passivo da lide. 02. Cediço que o PIS-PASEP é um fundo contábil de natureza financeira, resultante da unificação dos fundos constituídos com recursos das contribuições para o Programa de Integração Social - PIS e para o Programa de Formação do Patrimônio do Servidor Público - PASEP, cuja gestão está vinculada à Secretaria do Tesouro Nacional. No ponto, o Superior Tribunal de Justiça no Incidente de Resolução de Demandas Repetitivas/SIRDR nº 71/TO, julgou a questão em 13/09/2023, firmando as seguintes teses no Tema 1.150, no tange os valores depositados nas conta vinculada ao PASEP: ¿I) O Banco do Brasil S/A detém a responsabilidade em responder pelas irregularidades vinculadas às contas PASEP, eximindo-se a União Federal, visto que não está em pauta os valores aportados por esta última, mas a adequada gestão dos montantes sob custódia da referida instituição bancária; II) A prescrição a ser observada é a decenal, conforme preceitua o artigo 205 do Código Civil de 2002; III) O marco inicial da contagem prescricional é o instante em que o servidor obtém, de forma inequívoca, o conhecimento acerca dos danos, circunstância esta que se consuma apenas com a entrega, por parte do Banco do Brasil, dos extratos microfilmados referentes¿. 03. In <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">casu , pelo que se pode dessumir dos autos a demanda envolve discussão de suposta falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e supostos desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa, de sorte que ao se decidir pela ilegitimidade passiva do banco, a sentença vai de encontro ao que, recentemente, decidiu o STJ no Tema n. 1.150, devendo por isso sofrer a respectiva correção. 04. Recurso de Apelação conhecido e provido no sentido apenas de reconhecer a legitimidade do Banco do Brasil S/A para figurar no polo passivo da demanda. (Apelação Cível - 0050043-53.2021.8.06.0133, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 10/07/2024, data da publicação: 10/07/2024) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Dessa forma, afasto as preliminares de ilegitimidade passiva e de incompetência do juízo para julgamento do feito. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none;

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	SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">” </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No ponto, sobre o prazo prescricional, restou decidido que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desse modo, diferente do que restou julgado pelo Magistrado singular, que estabeleceu a data do último saque efetivamente realizado como marco inicial para o prazo prescricional (08 de junho de 2005), entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 07 de novembro de 2023, conforme documento de id. 18136750, não fulminando a pretensão. <span class="EOP SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height:

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	image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">por irregularidades nas contas PASEP, eximindo a União Federal. 5. A jurisprudência consolidada estabelece que a prescrição aplicável é a decenal (art. 205 do CC/2002) e que o marco inicial para sua contagem é o momento em que o servidor público tem ciência inequívoca do dano, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">o que se dá com a entrega dos extratos microfilmados <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. 6. A decisão recorrida contrariou esse entendimento ao afastar a legitimidade do Banco do Brasil, impondo-se sua reforma para garantir o regular prosseguimento do feito. IV. DISPOSITIVO E TESE 7. Apelação cível conhecida e provida para anular a sentença e determinar o retorno dos autos à origem para instrução e julgamento do mérito. Tese de julgamento: "O Banco do Brasil S/A é parte legítima para figurar no polo passivo de demandas que discutam irregularidades na administração de contas vinculadas ao PASEP, incluindo falhas na prestação do serviço, saques indevidos e ausência de correção dos rendimentos." ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (<span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Apelação Cível - 0012522-93.2019.8.06.0117, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 19/02/2025, data da publicação: 19/02/2025 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, SAQUES E DESFALQUES DE VALORES NA CONTA VINCULADA DO PASEP DO AUTOR. SENTENÇA QUE DECRETOU A PRESCRIÇÃO. INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CIÊNCIA INEQUÍVOCA DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O

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	DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO. NECESSIDADE DE PERÍCIA CONTÁBIL. SENTENÇA ANULADA. RECURSO CONHECIDO E PROVIDO. 1. O cerne da controvérsia reside na aferição de responsabilidade do Banco do Brasil pela má gestão dos valores contidos em conta do PASEP vinculada ao servidor autor. Sentença extinguiu o feito declarando a prescrição da pretensão. 2. Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo STJ, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3 Desta forma, o lapso da prescrição teve início quando o autor teve acesso aos extratos da sua conta vinculada ao PASEP, emitido em 10/10/2023, não fulminando o direito de ação exercitado em 12/01/2024. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Verifica-se ainda que, por ocasião da sentença, houve o anúncio do julgamento antecipado do mérito, por se tratar de matéria que poderia ser apreciada somente com base na prova documental já existente nos autos. O d. Juízo de primeiro grau, então, indeferiu os pedidos de perícia contábil sendo que não detinha conhecimento técnico para apreciação da documentação acostada pela parte autora. 5. No caso, a prova pericial contábil se revela indispensável para a aferição de eventual saldo a receber pelo autor decorrente de má gestão dos valores depositados na conta PASEP por parte do promovido, pois somente por ela será possível constatar se o valor recebido pelo demandante na data do saque corresponde ao montante realmente devido, ou se de fato houve desfalques sem comprovação da destinação e sem a devida atualização. 6.RECURSO CONHECIDO E PROVIDO. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos, em que são partes as acima indicadas, acordam os Desembargadores integrantes da 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para dar-lhe provimento, em conformidade com o voto do Relator. Fortaleza (CE), data indicada no sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator (Apelação Cível - 0200025-85.2024.8.06.0053, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3ª Câmara Direito Privado, data do julgamento: 09/10/2024 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 09/10/2024) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -

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	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO EM AÇÃO DE INDENIZAÇÃO QUE JULGOU LIMINARMENTE IMPROCEDENTE O PLEITO, ANTE O RECONHECIMENTO DA PRESCRIÇÃO. PASEP. PRESCRIÇÃO DECENAL. PRINCÍPIO DA ACTIO NATA. TEORIA DA CIÊNCIA INEQUÍVOCA. PRESCRIÇÃO NÃO CONFIGURADA. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. I- CASO EM EXAME 1. Trata-se de Apelação Cível interposta, adversando sentença proferida nos autos da Ação de Indenização em epígrafe, que julgou liminarmente improcedente a ação pelo reconhecimento da prescrição, com apreciação do mérito. II ¿ QUESTÃO EM DISCUSSÃO 2. Cinge-se a controvérsia recursal em aferir se a pretensão deduzida na exordial encontra-se atingida pela prescrição. III ¿ RAZÕES DE DECIDIR <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 3. O Tema nº 1.150 /STJ dispôs sobre o prazo prescricional para os casos em análise, o qual restou consolidado o prazo decenal, na forma do artigo 205 do Código Civil, assim como a aplicação da teoria da <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata. Com isso, o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 4. Isto posto, entendo que a prescrição reconhecida pelo Juízo de primeiro grau há de ser afastada, uma vez que restou suficientemente explicitado, diante da descrição fática narrada na petição inicial, que a parte promovente somente teve ciência acerca dos desfalques em seus rendimentos na data de emissão dos extratos microfilmados de sua conta PASEP em 2024. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">IV ¿ DISPOSITIVO 5. Recurso conhecido e provido. Sentença anulada. Retorno dos autos à origem, para regular seguimento. ACÓRDÃO Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em CONHECER do recurso interposto, para DAR-LHE PROVIMENTO, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora (Apelação Cível - 0259357-42.2024.8.06.0001, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3ª Câmara Direito Privado, data do julgamento: 04/12/2024 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 04/12/2024) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"

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	lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DE RESSARCIMENTO. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR (PASEP). SENTENÇA DECLARATÓRIA DE PRESCRIÇÃO DA PRETENSÃO AUTORAL. IRRESIGNAÇÃO DA PARTE AUTORA. ANÁLISE SOBRE O TERMO INICIAL DA PRESCRIÇÃO. APLICAÇÃO DO TEMA REPETITIVO Nº 1.150 DO STJ. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS AO JUÍZO DE ORIGEM. 1. De início, cumpre salientar que as preliminares de ofensa à dialeticidade e de revogação de justiça gratuita, sustentadas pela parte apelada em sede de contrarrazões, não merecem prosperar. 2. Ultrapassados tais pontos, o presente recurso limita-se a impugnar a improcedência do pedido exordial, ante o reconhecimento da prescrição da pretensão autoral. 3. Sobre o tema, o Superior Tribunal de Justiça (STJ) firmou o Tema Repetitivo nº 1.150, na qual restou decidido que ¿ <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">Pasep.¿ <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Dessa maneira, o lapso da prescrição teve início quando a parte autora teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 2023, não fulminando o direito de ação exercitado neste mesmo ano. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Recurso conhecido e provido. Sentença anulada, com retorno dos autos ao juízo de origem para o devido processamento e julgamento. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (Apelação Cível - 0201454-33.2024.8.06.0071, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, <span class="TextRun SCXW200543430 BCX0" style="-webkit-

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	user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3ª Câmara Direito Privado, data do julgamento: 04/12/2024 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 04/12/2024) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Direito Processual Civil. Recurso de Apelação Cível. Ação de Indenização por danos materiais e morais. Diferença de valores na conta vinculada ao <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">pasep . prescrição inocorrente. princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata. prazo que flui a partir do momento em que a parte toma ciência inequívoca da ocorrência da irregularidade na sua conta vinculada do <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">pasep (tema nº 1.150), quando do recebimento do extrato ou das microfilmagens. retorno dos autos à vara de origem para o devido processamento e julgamento do litígio. recurso conhecido e provido. sentença cassada. I. Caso em exame 1. Trata-se de Apelação Cível adversando sentença proferida pelo Juízo da 37ª Vara Cível da Comarca de Fortaleza que, nos autos da Ação de indenização por danos materiais e morais, julgou liminarmente improcedentes os pedidos iniciais, por reconhecer a ocorrência da prescrição. II. Questão em discussão 2. Cinge-se a controvérsia recursal em analisar se resta configurada a prescrição da ação proposta para discutir a suposta irregularidade na gestão e atualização monetária dos valores depositados a título de PASEP. III. Razões de decidir 3. A matéria em discussão foi objeto de apreciação pelo Superior Tribunal de Justiça, quando afetou ao rito dos recursos repetitivos o tema nº 1.150, tendo o Tribunal da Cidadania uniformizado a interpretação da legislação infraconstitucional por meio das teses abaixo destacadas: i) o

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	Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. A fluência do prazo prescricional de dez anos para a parte exercer a pretensão condenatória começa a partir da data em que se tem conhecimento da lesão, pois, de acordo com o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, o direito de pleitear a indenização surge quando a lesão e suas consequências são constatadas. 5. No caso em análise, verifica-se que o saque do PASEP pela parte promovente ocorreu em 22/09/2011, momento em que o Juízo a quo considerou que a parte tomou conhecimento do saldo de sua conta individual do PASEP, surgindo, a partir dessa data, a pretensão para questionar possíveis inconsistências e desvios. 6. Todavia, o precedente vinculante mencionado firmou o entendimento de que o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao PASEP. 7. Assim, o entendimento mais escorreito é no sentido de que o termo inicial da contagem do prazo prescricional da pretensão autoral se dá quando do recebimento do extrato ou das microfilmagens da sua conta. No exame do caderno processual, tem-se que a autora sustentou que o recebimento dos extratos de fls. 26/42 ocorreu em 13/11/2023, cerca 8 meses antes do ajuizamento da ação (11/07/2024), de modo que não há que se falar em prescrição. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">8. A sentença merece, portanto, ser cassada, em vista da inocorrência do prazo prescricional decenal. Por fim, é necessário ressaltar que não é o caso de aplicar a teoria da causa madura, uma vez que sequer houve citação da parte demandada, bem como haver necessidade de dilação probatória. IV. Dispositivo 9. Recurso conhecido e provido. Sentença cassada. ACÓRDÃO Vistos, relatados e discutidos estes autos, acordam os membros da Primeira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade de votos, em conhecer do recurso interposto pela parte autora para DAR-LHE PROVIMENTO, nos termos do voto do Desembargador Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (Apelação Cível - 0250524-35.2024.8.06.0001, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">1ª Câmara Direito Privado <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none

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	!important;" lang="PT-BR" xml:lang="PT-BR">, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">data do julgamento: 11/12/2024 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 11/12/2024) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, ACRÉSCIMOS ILEGAIS, SAQUES E À DIFERENÇA DE VALORES NA CONTA VINCULADA DO PASEP DA AUTORA/RECORRENTE. SENTENÇA QUE RECONHECEU A ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. QUESTIONAMENTO SOLUCIONADO NO JULGAMENTO DO TEMA REPETITIVO Nº 1.150 QUE UNIFORMIZOU A INTERPRETAÇÃO DA LEGISLAÇÃO INFRACONSTITUCIONAL PARA SEDIMENTAR, DENTRE OUTRAS TESES NÃO DEVOLVIDAS NO APELO, QUE "O BANCO DO BRASIL POSSUI LEGITIMIDADE PASSIVA AD CAUSAM PARA FIGURAR NO POLO PASSIVO DE DEMANDA NA QUAL SE DISCUTE EVENTUAL FALHA NA PRESTAÇÃO DO SERVIÇO QUANTO A CONTA VINCULADA AO PASEP, SAQUES INDEVIDOS E DESFALQUES, ALÉM DA AUSÊNCIA DE APLICAÇÃO DOS RENDIMENTOS ESTABELECIDAS PELO CONSELHO DIRETOR DO REFERIDO PROGRAMA". PRESCRIÇÃO: INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CONHECIMENTO DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. IMPOSSIBILIDADE DE JULGAR O MÉRITO (ART. 1.013, § 3º, I, DO CPC). SENTENÇA ANULADA. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO, INCLUSIVE APRECIAR A RESPEITO DA NECESSIDADE DE PROCEDER À PROVA PERICIAL CONTÁBIL. - A petição inicial remete à apreciação do Judiciário litígio que envolve a responsabilidade do Banco do Brasil S/A quanto à má gestão dos valores depositados pela União do programa PIS/PASEP, pugnando, ainda, pela indenização por danos morais e materiais. - O Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional no julgamento do tema repetitivo nº 1.150 para reconhecer, dentre outras teses não devolvidas na via apelatória, que "o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa". - O caso em julgamento não envolve a aplicação da Súmula nº 77 do STJ, mas o entendimento uniformizado na apreciação do tema repetitivo nº 1.150 do mencionado Tribunal Superior. - Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-

Processo	0270813-86.2024.8.06.0001
	image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo Tribunal da Cidadania, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desta forma, o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, não fulminando o direito de ação exercitado em 04/11/2019 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. RECURSO CONHECIDO E PROVIDO EM PARTE. (TJCE - Apelação Cível - 0090254-05.2019.8.06.0133, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2ª Câmara Direito Privado, data do julgamento: 21/08/2024 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 21/08/2024) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL ¿ AÇÃO INDENIZATÓRIA ¿ PASEP ¿ JULGAMENTO DE IMPROCEDÊNCIA COM BASE NO RECONHECIMENTO DA PRESCRIÇÃO ¿ PRETENSÃO DE REFORMA ¿ PRELIMINAR CONTRARRECURSAL ¿ ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A ¿ AFASTADA ¿ TEMA REPETITIVO 1150 DO STJ ¿ INCOMPETÊNCIA DA JUSTIÇA COMUM ¿ DESACOLHIDA ¿ MÉRITO RECURSAL ¿ PRESCRIÇÃO ¿ TERMO INICIAL ¿ CIÊNCIA DO DIREITO VIOLADO ¿ TEORIA DA ACTIO NATA ¿ PREJUDICIAL DE MÉRITO NÃO ACOLHIDA ¿ RECURSO CONHECIDO E PROVIDO. 1. O presente recurso de apelação visa à reforma da sentença que julgou extinto o feito, com resolução de mérito, com base no reconhecimento da prescrição do direito de ação. 2. Preliminares <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-

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	select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">contrarrecursais ¿ Ilegitimidade passiva do Banco do Brasil S/A e incompetência absoluta da Justiça Comum ¿ No recente julgamento do Tema Repetitivo 1150, o Superior Tribunal de Justiça estabeleceu que o Banco do Brasil é parte legítima para ser incluído como réu em ações que discutem a gestão dos valores depositados no PASEP, seja no que tange à correção de valores depositados, como a saques efetuados. (REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 21/9/2023). À vista disso, e em atenção ao enunciado da Súmula 42 do STJ, não há dúvidas de que a competência para conhecer e julgar a ação em liça é a da Justiça Comum. Preliminares rejeitadas. 3. Mérito recursal ¿ Prescrição ¿ Sobre o tema da prescrição, o Superior Tribunal de Justiça, no julgamento do Recurso Especial Repetitivo n.º 1.951.931/DF (Tema n.º 1.150), de 13/09/2023, firmou as seguintes teses vinculantes: ¿ <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil;¿ ¿ <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.¿ 4. Portanto, segundo a tese fixada, é decenal o prazo prescricional para se questionar, em juízo, eventuais danos causados, em razão de desfalques e de incorreta aplicação da atualização monetária, na conta individual vinculada ao PASEP. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 5. Por seu turno, o termo a quo do lapso prescricional, segundo a teoria da <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">actio nata, é a data em que o titular da conta toma ciência, comprovadamente, dos desfalques, que, em casos tais, acontece quando tem acesso aos extratos da conta PASEP, pois só então passa a conhecer o fato e a extensão de suas consequências. Precedentes do TJCE. No caso concreto, a demandante obteve acesso ao extrato da sua conta PASEP aos 27/02/2024 (fl. 59), e ajuizou a presente ação em 01/03/2024, portanto, não há que se falar em <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">prescrição.. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW200543430 BCX0" style="-webkit-user-drag:

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	none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">6. Em que pese seja afastada a ocorrência da prescrição no caso vertente, o processo não está apto para imediato julgamento nesta instância (teoria da causa madura ¿ art. 1.013, § 3º, do CPC), haja vista que não foi dada, às partes, oportunidade de produzir provas, sobretudo pericial, considerada indispensável na espécie, haja vista que exige conhecimento contábil para calcular a correção monetária, notadamente quanto aos diversos expurgos inflacionários dos planos econômicos, a aplicação de juros e eventuais saques indevidos de valores depositados em conta vinculada ao Programa PASEP. 7. Recurso conhecido e provido. Sentença desconstituída. ACÓRDÃO <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ACÓRDÃO : Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer e dar provimento ao recurso interposto, desconstituindo a sentença, nos termos do voto da e. Relatora. (Apelação Cível - 0213816-83.2024.8.06.0001, Rel. Desembargador(a) MARIA DE FÁTIMA DE MELO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">LOUREIRO,, data da publicação: 23/10/2024) <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2ª Câmara Direito Privado, data do julgamento: 23/10/2024 </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO CIVIL. APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR PÚBLICO - PASEP. BANCO DO BRASIL. LEGITIMIDADE PASSIVA E PRESCRIÇÃO SUPERADAS. TESES FIXADAS PELO STJ. TEMA 1150. NECESSIDADE DE DILAÇÃO PROBATÓRIA. RETORNO DOS AUTOS À ORIGEM. RECURSO CONHECIDO E PROVIDO. 1. Trata-se de apelação interposta por <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Antonia <span class="NormalTextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0270813-86.2024.8.06.0001
	padding: 0px; user-select: text;">Aquino Jorge de Souza, objurgando a sentença proferida pelo juízo da Vara Única da Comarca de Tamboril, que, nos autos da ação ordinária indenizatória por danos morais e materiais n° 0001138-71.2019.8.06.0170, proposta em face de Banco do Brasil S/A, reconheceu como prescrita a pretensão, e extinguiu o feito com resolução de mérito, nos termos do artigo 487, II, do CPC. 2. Reforçado nas contrarrazões a tese de ilegitimidade passiva do Banco do Brasil, mas tal questionamento foi superado diante do julgamento do Tema Repetitivo n° 1.150, em que foi firmado os seguintes entendimentos: ¿i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep¿. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. Quanto ao prazo prescricional, objeto da análise recursal, diante precedente vinculante, vê-se que o termo inicial para o início da contagem é o dia em que o titular, comprovadamente, tomou ciência dos desfalques realizados na conta individual vinculada ao Pasep. Conforme a documentação contida nos autos referida data se deu em 19 de fevereiro de 2019, ocasião em a autora teve acesso aos documentos microfilmados. Se a demanda foi proposta em 28 de junho de 2019, não se encontra prescrito o direito perseguido. <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Superadas as premissas acima mencionadas, verifica-se que há necessidade de retorno dos autos à origem para fins de dilação probatória, especialmente em relação a eventual perícia, uma vez que se demanda conhecimento contábil para fins de apuração dos valores apontados pela apelante como devidos pela instituição financeira ré, bem como análise do próprio direito, questões não analisadas pelo juízo primevo como o dano moral requerido. 5. Recurso conhecido e provido, reconhecendo-se a legitimidade passiva do promovido e a não prescrição do direito de ação, determinando-se o retorno dos autos ao juízo de 1º grau para o regular processamento do feito. (Apelação Cível - 0001138-71.2019.8.06.0170, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4ª Câmara Direito Privado, data do julgamento: 09/07/2024 <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, data da publicação: 09/07/2024) </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span style="font-family: "times new

Processo	0270813-86.2024.8.06.0001
	roman", times;"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Portanto, seguindo o entendimento que é adotado por esta Corte de Justiça, reconheço que o termo inicial da contagem do prazo prescricional da pretensão do autor se dá quando do recebimento do extrato ou das microfilmagens da sua conta. No caso dos autos, o recebimento do extrato se deu em 07 de novembro de 2023, tendo a ação sido intentada em 24 de setembro de 2024, de forma que, no caso, a pretensão autoral não se encontra prescrita </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Ante o exposto, conheço do presente recurso para NEGAR-LHE PROVIMENTO, nos termos em que fundamentado. </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-

Processo	0270813-86.2024.8.06.0001
	user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É como voto. <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> Raimundo Nonato Silva Santos <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> Desembargador Relator <div class="OutlineElement Ltr SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-size: 12px;"> <p class="Paragraph SCXW200543430 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR">

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Número de ordem	16

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Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	VALDO PINHEIRO DA SILVA
Advogado(s) - Polo ativo	JOSE IDEMBERG NOBRE DE SENA - (CE14260-A) PAULO SUDERLAN RAULINO GIRAO - (CE21111-A)
Polo passivo	PARANA BANCO S/A
Advogado(s) - Polo passivo	MARISSOL JESUS FILLA - (PR17245-A)
Terceiros	Não informado

Processo	0200185-27.2022.8.06.0168
Acordão	<p style="text-align: center;">

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	SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">I. CASO EM EXAME <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">1. Trata-se de agravo interno objetivando a reforma da decisão monocrática proferida por esta Relatoria, que conheceu, mas negou provimento ao recurso de apelação apresentado pela parte ora agravante. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">II. DISCUSSÃO EM QUESTÃO <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2. O cerne da controvérsia reside na existência (ou não) de relação jurídica entre a parte autora e a Instituição Financeira ré quanto aos descontos referentes ao empréstimo consignado. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div

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	class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">III. RAZÕES DE DECIDIR <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. É cediço, na jurisprudência, que, em se tratando de relação jurídica entre Instituição Financeira e consumidor de serviços bancários, presumem-se verídicos os fatos alegados pela parte autora, desde que ausentes: a) prova do contrato; b) o comprovante de transferência para conta do consumidor dos valores referentes ao negócio jurídico. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Na hipótese, o banco recorrido colacionou aos autos os seguintes documentos: contrato com assinatura digital; fluxograma de transações; documento pessoal do autor e comprovante de transferência de valores. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR"

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	xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">5. No caso, os contratos impugnados encontram-se assinados eletronicamente, com <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">hash <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">de identificação digital em todas as folhas, CPF do autor, data e hora da efetivação da transação. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">6. A trilha de acesso ao contrato digital e o seu aceite foi acostada no documento id. 15870044, com identificações de IP, do aparelho móvel utilizado e do usuário. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> 7. Em relação ao documento pessoal, ids. 15870045 e 15870041, observo que o RG é anterior ao apresentado na exordial, bem como se encontra assinado pelo titular, sem, <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">todavia <span class="NormalTextRun SCXW74310844 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">ter havido qualquer impugnação do autor em relação à sua autenticidade. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">8. Chamo a atenção também para o fato de ausência de apresentação de extrato bancário pelo promovente, conforme determinado na decisão de id. 15870073, em que pese ainda possuir relacionamento com o Banco do Brasil, como demonstrado na sentença ora guerreada. Ademais, não houve impugnação recursal do autor em relação à referida decisão, estando correta, portanto, a conclusão do Magistrado sentenciante quanto à aquiescência pelo recebimento do numerário referente ao objeto da presente demanda pelo autor. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">9. Desse modo, entendo que a parte recorrida se desincumbiu integralmente do ônus probante que lhe acometia, vez que produziu prova robusta quanto à regularidade das contratações. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">IV. DISPOSITIVO <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

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	Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">10. Recurso conhecido e desprovido. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para negar-lhe provimento, nos termos do voto do relator. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont,

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	Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025 <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

Processo	0200185-27.2022.8.06.0168
	windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATOR <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATÓRIO <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; 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	font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Trata-se de agravo interno interposto por Valdo Pinheiro da Silva, objetivando a reforma da decisão monocrática proferida por esta Relatoria, que não deu provimento ao recurso de apelação apresentado em desfavor do Paraná Banco S/A. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Em suas razões recursais, o agravante aduz, em síntese, que a contratação se deu de forma irregular, uma vez que firmada com pessoa analfabeta, sem procuração pública e sem a assinatura a rogo, bem como sem a participação das testemunhas instrumentárias. Aduz, ainda, que há divergência entre os valores supostamente contratados e os recebidos pelo autor. Ao fim, postula a declaração de nulidade do contrato e a condenação da instituição financeira ao pagamento do indébito na forma dobrada e à indenização por danos morais. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont,

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	Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Contrarrazões não apresentadas. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size:

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	12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">VOTO <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os requisitos de admissibilidade, conheço do recurso interposto a passo a analisá-lo. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"

Processo	0200185-27.2022.8.06.0168
	lang="PT-BR" xml:lang="PT-BR">O cerne da controvérsia reside na existência (ou não) de relação jurídica entre a parte autora e a Instituição Financeira ré quanto aos descontos referentes ao empréstimo consignado. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Impende salientar que o vínculo estabelecido no contrato de empréstimo consignado é regido pelas normas do Código de Defesa do Consumidor, por se tratar de relação de consumo previsto nos <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">arts . 2º e 3º da Lei nº 8.078/90. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0200185-27.2022.8.06.0168
	padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">De acordo com o entendimento consolidado no STJ, o Código de Defesa do Consumidor aplica-se aos contratos firmados pelas Instituições Financeiras - incidência do Enunciado de Súmula 297/STJ, que dispõe: “O Código de Defesa do Consumidor é aplicável às instituições financeiras”. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Dito isso, e considerando a impossibilidade de a parte autora constituir prova negativa da relação jurídica, compete à instituição financeira requerida, ora apelada, trazer aos autos documentos hábeis a demonstrar a regularidade da relação contratual contestada na exordial, nos termos do artigo 373, II, do Código de Processo Civil. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

Processo	0200185-27.2022.8.06.0168
	Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">É cediço, na jurisprudência, que, em se tratando de relação jurídica entre Instituição Financeira e consumidor de serviços bancários, presumem-se verídicos os fatos alegados pela parte autora, desde que ausentes: a) prova do contrato; b) o comprovante de transferência para conta do consumidor dos valores referentes ao negócio jurídico. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Na hipótese, o banco recorrido colacionou aos autos os seguintes documentos: contrato com assinatura digital; fluxograma de transações; documento pessoal do autor e comprovante de transferência de valores. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">No caso, os contratos impugnados encontram-se assinados eletronicamente, com <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0200185-27.2022.8.06.0168
	padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">hash <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">de identificação digital em todas as folhas, CPF do autor, data e hora da efetivação da transação. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">A trilha de acesso ao contrato digital e o seu aceite foi acostada no documento id. 15870044, com identificações de IP, do aparelho móvel utilizado e do usuário. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline;

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	font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Em relação ao documento pessoal, ids. 15870045 e 15870041, observo que o RG é anterior ao apresentado na exordial, bem como se encontra assinado pelo titular, sem, <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">todavia ter havido qualquer impugnação do autor em relação à sua autenticidade. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Chamo a atenção também para o fato de ausência de apresentação de extrato bancário pelo promovente, conforme determinado na decisão de id. 15870073, em que pese ainda possuir relacionamento com o Banco do Brasil, como demonstrado na sentença ora guerreada. Ademais, não houve impugnação recursal do autor em relação à referida decisão, estando correta, portanto, a conclusão do Magistrado sentenciante quanto à aquiescência pelo recebimento do numerário referente ao objeto da presente demanda pelo autor. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos,

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	Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Portanto, entendo que a parte recorrida se desincumbiu integralmente do ônus probante que lhe acometia, vez que produziu prova robusta quanto à regularidade das contratações. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Não é outro o entendimento desta Corte de Justiça sobre o tema, inclusive com precedente recente em caso análogo: <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; 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	0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO JURÍDICA C/C REPETIÇÃO DE INDÉBITO E REPARAÇÃO POR DANOS MORAIS. SENTENÇA DE IMPROCEDÊNCIA. EMPRÉSTIMO CONSIGNADO. REQUISITOS DO ART. 595 DO CÓDIGO CIVIL. PRESCINDIBILIDADE. INDÍCIOS DE QUE O CONTRATANTE É ALFABETIZADO. CONTRATO COM ASSINATURA ELETRÔNICA. USO DE CHAVE DE ACESSO. REPASSE DO NUMERÁRIO EM CONTA BANCÁRIA DE TITULARIDADE DO AUTOR. COMPROVADO. INDÍCIOS SUFICIENTES DE REGULARIDADE DA CONTRATAÇÃO. FALHA NA PRESTAÇÃO DO SERVIÇO INEXISTENTE. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 1. O cerne da controvérsia recursal consiste em examinar se é ou não válido o contrato questionado, bem como se os descontos efetuados no benefício previdenciário do autor configuraram ato ilícito por parte da instituição financeira. Além disso, é de se verificar se é devida a restituição dos valores descontados do consumidor, e se deve ocorrer na forma simples ou em dobro. Ademais, deve-se verificar se é cabível a fixação de indenização por danos morais. 2. A contratação do empréstimo se deu por meio digital, tendo o banco colacionado a cópia do contrato assinado eletronicamente (fls. 49/52), o comprovante de transferência de valores (fl. 53), documento pessoal do autor (fls. 69/70) e o fluxograma de transações (fls. 71/213). Os dados da assinatura eletrônica conferem com as informações da linha de auditoria de fls. 87/99, documento esse não impugnado pelo autor. 3. A propósito, é possível verificar o protocolo IP e o número do telefone celular utilizado pelo contratante, o CPF do autor, as etapas enfrentadas até o aceite da contratação e o uso de chave de acesso. Com isso, resta claro que o próprio consumidor acessou a plataforma digital do banco réu e aderiu ao empréstimo. 4. Assim, não ficou configurada a prática abusiva quanto à contratação do empréstimo, uma vez que instituição financeira logrou êxito em comprovar a efetiva concordância do demandante/apelante com o negócio jurídico, inclusive porque demonstrado o efetivo repasse da quantia contratada remanescente, conforme comprovante de transferência de fl. 53, o qual também não foi impugnado objetivamente pelo recorrente. 5. Dos documentos colacionados aos autos, não se vislumbra a existência de ilegalidade nas tratativas entre a instituição financeira e o consumidor, tampouco a ausência de informação acerca dos dados do objeto contratado (art. 52 do CDC), não sendo pertinente a alegação de ser analfabeto e, com isso, atrair a incidência do art. 595 do Código Civil, quando a cédula de identidade de fls. 69/70 (não impugnada) possui sua assinatura e, assim, nos indica que o promovente possui condições de assimilar os dados contidos no instrumento contratual. 6. Por tudo isso, entende-se que há elementos suficientes para comprovar a validade do negócio jurídico celebrado entre as partes, tendo a instituição financeira se desincumbido, a contento, de seu ônus probante, produzindo prova pertinentes à regularidade da contratação ou, pelo menos, inexistência de fortuito interno. 7. Recurso conhecido e desprovido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer do recurso de apelação, para lhe negar provimento, nos termos do voto do Desembargador Relator. Fortaleza, data da assinatura digital. Fortaleza, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (Apelação Cível - 0200186-12.2022.8.06.0168, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 11/09/2024, data da publicação: 11/09/2024) <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. EMPRÉSTIMO CONSIGNADO. APRESENTAÇÃO DA CÓPIA DOS CONTRATOS PELO BANCO RÉU. JUNTADA DE COMPROVANTE DE DEPÓSITO DOS VALORES CONTRATADOS. CONTRATAÇÃO LÍCITA. DANOS MORAIS E MATERIAIS NÃO CONFIGURADOS. RECURSO CONHECIDO E DESPROVIDO. ACÓRDÃO Vistos, relatados e discutidos os presentes autos, acordam os membros da Primeira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade de votos, em CONHECER do recurso para NEGAR-LHE PROVIMENTO, nos termos do voto do Relator. Fortaleza, data e hora indicadas no sistema. DESEMBARGADOR FRANCISCO MAURO FERREIRA LIBERATO Presidente do Órgão Julgador/Relator (Apelação Cível - 0233105-41.2020.8.06.0001, Rel. Desembargador(a) FRANCISCO MAURO FERREIRA LIBERATO, 1ª Câmara Direito Privado, data do julgamento: 15/02/2023, data da publicação: 15/02/2023) <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> PROCESSO CIVIL. RECURSO DE APELAÇÃO EM AÇÃO ANULATÓRIA DE CONTRATO C/C REPARAÇÃO POR DANOS MATERIAIS E MORAIS. EMPRÉSTIMO CONSIGNADO. REGULARIDADE DA CONTRATAÇÃO DEMONSTRADA. REFINANCIAMENTO DE DÍVIDA. LIQUIDAÇÃO DE CONTRATO ANTERIOR EVIDENCIADA. COMPROVAÇÃO DO DEPÓSITO. AUSÊNCIA DE FALHA NA PRESTAÇÃO DE SERVIÇO. INEXISTÊNCIA DE DANOS MORAIS E MATERIAIS. RECURSO CONHECIDO E PROVIDO SENTENÇA REFORMADA 1. Trata-se de Apelação Cível interposta pelo Banco Pan S/A., com o escopo de adversar sentença proferida pelo MM. Juízo da 2ª Vara Cível da Comarca de Sobral, que julgou parcialmente procedentes os pedidos contidos na ação de Anulação de Contrato c/c Reparação por Danos Materiais e Morais, reconhecendo a inexistência do contrato citado na inicial, determinando a devolução, em dobro, dos valores indevidamente descontados, e ainda, condenando o banco/recorrente ao pagamento de indenização por danos morais no valor de R$ 8.000,00 (oito mil reais). 2. A dialética jurídica acarreta a incidência do disposto no

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	artigo 373 do Código de Processo Civil, que bem distribui o ônus probatório. Conforme dispõe o artigo 373, inciso I do CPC, cabe à parte autora a devida comprovação do fato constitutivo do direito invocado e a parte Ré, provar a existência de fatos impeditivos, modificativos ou extintivos do direito da autora. 3. Por certo, conforme entendimento firmado pela Segunda Seção do Superior Tribunal de Justiça, quando do julgamento do REsp 1197929 / PR submetido ao rito dos recursos repetitivos, "as instituições bancárias respondem objetivamente pelos danos causados por fraudes ou delitos praticados por terceiros – como, por exemplo, abertura de <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">conta-corrente ou recebimento de empréstimos mediante fraude ou utilização de documentos falsos, porquanto tal responsabilidade decorre do risco do empreendimento, caracterizando-se como fortuito interno" 4. O contrato de mútuo com refinanciamento de Cédula de Crédito Bancário consiste na possibilidade do consumidor utilizar parte do valor disponibilizado para liquidação de débito anterior, existente junto à mesma instituição financeira mutuante, sendo o valor remanescente disponibilizado àquele. 5. No caso dos autos, cotejando o vertente caderno processual, não verifico causas que maculem a regularidade da celebração do negócio jurídico discutido nestes autos, isto porque, a instituição financeira/apelante juntou aos autos o contrato discutido nessa demanda (fls. 49/52), assinado a próprio punho pelo autor/recorrido, com cópia de seus documentos pessoais entregues na oportunidade (fls. 53), sendo que, na espécie, existe a peculiaridade de tratar-se de um contrato de refinanciamento, como se vê no campo "Forma de Liberação/Quitação de Dívidas (fls.49), sendo liberado o valor (troco), remanescente de R$ 806,98 (oitocentos e seis reais e noventa e oito centavos), em conta de titularidade do autor/apelado no dia 08 de abril de 2020 (fls.61), o que também ficou comprovado através do histórico de extratos da <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">conta-corrente do autor/recorrido constante às fls. 24 dos autos. 6. Assim sendo, tendo em vista que cabe à instituição financeira refutar a pretensão autoral exibindo em juízo documentos que comprovem a existência de relação jurídica entre as partes, entendo que, com base no preceito do art. 373, inciso II, do Código de Processo Civil, o banco/recorrente demonstrou a inexistência de fraude na contratação do empréstimo em questão, desincumbindo-se do seu ônus ao colacionar aos autos cópia do contrato, devidamente assinado pelo autor/recorrida, além de documento pessoal e comprovante de pagamento. 7. Sendo assim, considero válido o contrato objeto da demanda e legítimos os descontos efetuados no benefício do requerente/apelado, não havendo que se falar em restituição ou em indenização por dano moral. 8. Recurso conhecido e provido. Sentença reformada. A C Ó R D Ã O Acordam os Desembargadores integrantes da Primeira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer do presente recurso, para dar-lhe provimento, nos termos do voto do Relator, parte integrante desta decisão. Fortaleza, 30 de novembro de 2022. HERÁCLITO VIEIRA DE SOUSA NETO Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator (Apelação Cível - 0201068-74.2022.8.06.0167, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 30/11/2022, data da publicação: 01/12/2022) <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-

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	serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE NEGÓCIO JURÍDICO C/C INDENIZAÇÃO POR DANOS MORAIS. EMPRÉSTIMO CONSIGNADO. ALEGADA AUSÊNCIA DE CONTRATAÇÃO LEGÍTIMA. JULGAMENTO DE IMPROCEDÊNCIA. PRETENSÃO DE REFORMA. DESCABIMENTO. REGULARIDADE DO NEGÓCIO JURÍDICO COMPROVADA. AGENTE BANCÁRIO QUE JUNTOU CONTRATO ASSINADO, DOCUMENTOS PESSOAIS DA PARTE AUTORA E COMPROVANTE DE TRANSFERÊNCIA DO VALOR EMPRESTADO. INEXISTÊNCIA DE CONDUTA ILÍCITA. DANO MORAL. NÃO COMPROVADO. RECURSO CONHECIDO E IMPROVIDO. SENTENÇA MANTIDA. […] 3. Em contrapartida, o agente bancário apresentou o instrumento contratual nº 312.926.142-0 (fls.56-60) acompanhado das cópias dos documentos pessoais do apelante, quais sejam, RG, cartão do banco em que possui <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">conta-corrente e comprovante de endereço (fls. 61-67), o que demonstra que teve acesso aos mesmos através do próprio autor. Registre-se, ainda, a juntada do comprovante de transferência da quantia creditada na conta da recorrente através de DOC. 4. Infere-se que a instituição financeira se desincumbiu plena e satisfatoriamente do encargo de rechaçar as alegações autorais, comprovando fato impeditivo, modificativo ou extintivo do direito da requerente (art. 373, II, do CPC), uma vez que produziu prova robusta quanto à regularidade da contratação. 5. Recurso de Apelação conhecido e improvido. Sentença mantida. (TJCE, AC 0050583-09.2020.8.06.0175, Rel. Desa. Maria de Fátima de Melo Loureiro, 2ª Câmara Direito Privado, <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe : 08/06/2022). <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -

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	webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO. CONTRATAÇÃO DE EMPRÉSTIMO. IDOSO. ALEGAÇÃO DE INEXISTÊNCIA DE CONTRATO E VÍCIO DE CONSENTIMENTO. NECESSIDADE DE ANÁLISE DAS CIRCUNSTÂNCIAS DA CONTRATAÇÃO. CONTRATO DE EMPRÉSTIMO QUE COMPROVA A EXISTÊNCIA DA AVENÇA. CONTRATAÇÃO EXISTENTE, VÁLIDA E EFICAZ. CONTRATO DE RECUPERAÇÃO DE CRÉDITO (CRIC) DECORRENTE DE UM PRIMEIRO CONTRATO NÃO QUITADO TOTALMENTE. INEXISTÊNCIA DE MARGEM CONSIGNÁVEL. IMPROCEDÊNCIA DOS PEDIDOS INICIAIS. APELO CONHECIDO E IMPROVIDO. SENTENÇA MANTIDA. […] V - Os documentos juntados pelas partes confirmaram que, de fato, ao contrário do que diz a autora, o empréstimo com Contrato de nº 284339859 se deu de forma regular. Logo, nada há se falar em fraude bancária. VI - Ainda que se falasse em contrato entabulado sem testemunha, vale mencionar o entendimento jurisprudencial de que isso não descaracteriza o contrato, apenas o impede de ter força executiva, veja: "(…) O fato de o contrato de empréstimo não possuir assinatura de testemunhas não o invalida perante o ordenamento jurídico, apenas descaracteriza sua força executiva, circunstância que não lhe retira a validade e eficácia. Restando comprovado que a parte tentou alterar a verdade dos fatos a fim de locupletar-se ilicitamente, deve ser condenada por litigância de má-fé. (TJ-MS - AC: 08025966920188120005 MS 0802596-69.2018.8.12.0005, Relator: Des. <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Julizar Barbosa Trindade, Data de Julgamento: 29/11/2019, 2ª Câmara Cível, Data de Publicação: 06/12/2019)". VII - Os fatos não foram adequadamente esclarecidos pela parte autora, a despeito do disposto no inciso I do art. 373 do NCPC. Diante disso, pode-se reconhecer, por sem dúvida, a exigibilidade da dívida em tablado, notadamente em razão dos documentos trazidos pela ré na contestação. […] IX - Apelo conhecido e improvido. Sentença mantida. Ação julgada improcedente. (TJCE, AC 0123166-63.2019.8.06.0001, Rel. Des. Francisco Bezerra Cavalcante, 4ª Câmara Direito Privado, <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe : 07/06/2022). <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px

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	0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Ressalto que a pessoa idosa e com diminuto grau de leitura é, em regra, considerada pessoa capaz para atos da vida civil. Nota-se do documento de identificação que a parte autora não é analfabeta, inclusive, colhe-se dos documentos anexados pela própria parte, que <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">a Carteira de Identidade (RG) contêm sua assinatura (ids. 15870045 e 15870041), demonstrando, ao que tudo indica, que ela sabe ler e escrever, motivo pelo qual afasto a alegação de analfabetismo funcional para configuração de invalidade do contrato. Ressaltando, mais uma vez, a ausência de impugnação à autenticidade do documento. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Repito que sobre a não validade do contrato estabelecido entre as partes, devido à suposta condição da autora como analfabeto funcional, é crucial destacar que isto, por si só, não impede a sua capacidade para realizar atos no âmbito da vida civil, incluindo a celebração de contratos. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

Processo	0200185-27.2022.8.06.0168
	windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Ademais, por se tratar de questão subjetiva, o ônus da prova, nesse quesito, cabia à promovente, contudo, apesar de intimada para dizer se possuía interesse na inauguração da fase instrutória, optou por requerer o prosseguimento do feito por não possuir mais provas a produzir, conforme petição de id. 15870070. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Ainda assim, em <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> obter <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">dictum <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">, ressalto que no julgamento do Incidente de Resolução de Demandas Repetitivas-IRDR nº 0630366-67.2019.8.06.0000, sob a relatoria do E. Des.

Processo	0200185-27.2022.8.06.0168
	Francisco Bezerra Cavalcante, versando acerca da legalidade do empréstimo contratado por pessoa analfabeta, o que não é o caso destes autos, consolidou-se o entendimento de desnecessidade de procuração pública, <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> in <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">verbis <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">: <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> É CONSIDERADO LEGAL O INSTRUMENTO PARTICULAR ASSINADO A ROGO E SUBSCRITO POR DUAS TESTEMUNHAS PARA A CONTRATAÇÃO DE EMPRÉSTIMOS CONSIGNADOS ENTRE PESSOAS ANALFABETAS E INSTITUIÇÕES FINANCEIRAS, NOS DITAMES DO ART. 595 DO CC, NÃO SENDO NECESSÁRIO INSTRUMENTO PÚBLICO PARA A VALIDADE DA MANIFESTAÇÃO DE VONTADE DO ANALFABETO NEM PROCURAÇÃO PÚBLICA DAQUELE QUE ASSINA A SEU ROGO, CABENDO AO PODER JUDICIÁRIO O CONTROLE DO EFETIVO CUMPRIMENTO DAS DISPOSIÇÕES DO ARTIGO 595 DO CÓDIGO CIVIL. Em consequência desta decisão, nos termos do art. 978, § único, e art. 985, ambos do Código de Processo Civil, conhece-se e <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid

Processo	0200185-27.2022.8.06.0168
	transparent;">julgase improvida a apelação nº 0000708-62.2017.8.06.0147, afetada como causa piloto, mantendo-se inalterada a sentença de primeiro grau que julgou improcedente a demanda de origem, impondo se, portanto, por consequência, a decisão ora proferida neste Incidente de Resolução de Demandas Repetitivas. O julgamento teve a participação dos Exmos. Desembargadores: Emanuel Leite Albuquerque (presidindo a sessão), Vera Lúcia Correia Lima, Durval Aires Filho, Francisco Dorival <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Beserra Primo, Francisco Bezerra Cavalcante (Relator), Carlos Alberto Mendes Forte, Francisco Gomes de Moura, Raimundo Nonato Silva Santos, Lira Ramos de Oliveira, Heráclito Vieira de Sousa Neto, Francisco Mauro Ferreira Liberado, Francisco Luciano Lima Rodrigues, Maria do Livramento Alves Magalhães e José Ricardo Vidal Patrocínio. Ausentes justificadamente as Desembargadoras Maria <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Vilauba Fausto Lopes e Maria de Fátima de Melo Loureiro. <span class="NormalTextRun SpellingErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Fortaleza-Ce , 21 de <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">Setembro de 2020. EMANUEL LEITE ALBUQUERQUE Desembargador Presidindo a sessão do Órgão FRANCISCO BEZERRA CAVALCANTE Desembargador Relator. (Relator (a): FRANCISCO BEZERRA CAVALCANTE; Comarca: Piquet Carneiro; Órgão julgador: Vara Única da Comarca de Piquet Carneiro; Data do julgamento: 21/09/2020; Data de registro: 22/09/2020) <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span

Processo	0200185-27.2022.8.06.0168
	class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Sendo assim, considero que os descontos no benefício previdenciário da parte autora fundamentaram-se em contratos validamente firmados entre as partes, com autorização expressa para tanto, tratando-se, portanto, de exercício regular de direito da Instituição Financeira. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Desse modo, da estrita análise dos elementos constantes dos autos, considero que o contrato é regular, dele se beneficiando financeiramente a parte autora. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Diante do

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	exposto, forte na fundamentação supra, conheço do recurso para NEGAR-LHE PROVIMENTO, mantendo inalterado todos os termos da decisão vergastada. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É como voto. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe

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	UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW74310844 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

Processo	0200185-27.2022.8.06.0168
	Roman_MSFontService", serif;">

Processo	0200368-13.2024.8.06.0108
Número de ordem	17
Órgão julgador	5º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Contratos Bancários
Polo ativo	FRANCISCA NORMELIA DE SOUSA
Advogado(s) - Polo ativo	BIANCA BREGANTINI - (PR114340-A)
Polo passivo	BANCO MERCANTIL DO BRASIL SA
Advogado(s) - Polo passivo	FERNANDO MOREIRA DRUMMOND TEIXEIRA - (MG108112-A)
Terceiros	Não informado

Processo	0200368-13.2024.8.06.0108
Acordão	<p style="text-align: center;"> <img src="

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	widows: 0; margin-left: 3cm; margin-right: 0.26cm; margin-bottom: 0cm" lang="pt-PT" align="justify"> 2. A questão em discussão consiste em (i) verificar a regularidade do contrato firmado com pessoa analfabeta sem assinatura a rogo; (ii) definir se os valores descontados devem ser restituídos de forma simples ou em dobro; (iii) verificar a ocorrência de danos morais justificáveis. III. Razões de decidir 3. Trata-se de relação jurídica consumerista, com inversão do ônus da prova e responsabilidade civil objetiva, conforme art. 14 do CDC e Súmulas 297 e 479 do STJ. 4. A ausência de assinatura a rogo invalida o contrato firmado com pessoa analfabeta, de acordo com art. 595 do Código Civil e jurisprudência consolidada. Diante disso, deve ser declarada a nulidade do negócio jurídico firmado entre as partes. 5. A restituição dos valores descontados deve ser simples até 30/03/2021 e em dobro para os valores posteriores a essa data, conforme entendimento do STJ no EAREsp 676.608/RS. 6. No caso não se verificou a ocorrência de dano moral ante a ausência de lesão a direitos da personalidade, configurando-se mero aborrecimento, sem comprometimento à subsistência da parte. IV. Dispositivo. 7. Sentença reformada. Recurso conhecido e parcialmente provido. Acórdão: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer o recurso de apelação cível para DAR-LHE PARCIAL PROVIMENTO, nos termos do voto do Desembargador Relator. Fortaleza, data registrada no sistema. <h2 class="western" style="line-height: 150%; margin-left: 0cm; margin-right: 0.26cm; text-align: center;" lang="pt-PT"> CLEIDE ALVES DE AGUIAR </h2> Presidente do Órgão <span

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	style="color: #000000;"> Julgador <h2 class="western" style="line-height: 150%; margin-left: 0cm; margin-right: 0.26cm; text-align: center;" lang="pt-PT"> FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR </h2> Desembargador Relator RELATÓRIO Trata-se de Apelação Cível interposta por Francisca Normelia de Sousa face à sentença proferida pelo douto Juízo da Vara Única da Comarca de Jaguaruana/CE e Vinculada de Itaiçaba, que julgou improcedentes os pedidos formulados na Ação Declaratória de Inexistência de Débito e Nulidade Contratual c/c Restituição de Valores e Indenização por Danos Morais, ajuizada em face do BANCO MERCANTIL DO BRASIL S/A. Na exordial, ID de n. 18659665, a autora narra que acreditava estar contratando um empréstimo consignado, todavia, a parte ré, de forma unilateral e indevida, implantou empréstimo de reserva de margem para cartão de crédito consignado, passando a debitar todos os meses, diretamente de seu benefício, parcelas no valor de R$ 52,25 (cinquenta e dois reais e vinte e cinco centavos), motivo da presente lide. Em sede de contestação, ID de n. 18659741, o requerido aduziu, em síntese, que a contratação é devida e que está agindo em exercício regular do direito, colacionou, inclusive, contrato e demais documentos. Por fim, pugnou pela improcedência da ação, ante a inexistência de qualquer conduta ilícita na relação contratual avençada entre as partes, conforme documentação anexa. Por conseguinte, a demandante apresentou réplica, ID de n. 18659759, por meio da qual alegou, em suma, ausência de contratação e informação do serviço ofertado, aduzindo, portanto, a falha na prestação do serviço. Ao final, impugnou a contestação e os documentos acostados pela ré, pleiteando a total procedência dos pedidos constantes em exordial. Em sentença, ID de n. 18659765, o juízo de origem reconheceu a regularidade do contrato efetuado entre as partes, visto que neste consta a digital da autora, com a assinatura de duas testemunhas devidamente identificadas, além dos seus documentos pessoais. Ainda na supramencionada, fez referência aos identificadores e ressaltou a ordem de transferência do valor para a conta bancária da autora (TED), que também fora acostado pelo réu, restando, dessa forma, comprovada a regularidade do

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	contrato de empréstimo, bem como o repasse dos valores a demandante. Por consequência, julgou improcedentes os pedidos autorais e condenou a autora ao pagamento de custas processuais e honorários, com exigibilidade suspensa em razão da gratuidade de justiça, nos seguintes termos: “Ante o exposto, e por tudo mais que dos autos consta, JULGO por sentença, para que produza seus jurídicos e legais efeitos, IMPROCEDENTE a pretensão autoral. Publique-se, Registre-se e Intimem-se. Condeno a autora ao pagamento das custas processuais e honorários, suspendendo, todavia, a sua exigibilidade, por terem sido concedidos em seu favor os benefícios da justiça gratuita.” Inconformada, a autora interpôs apelação, ID de n. 18659770, alegando que foi induzida em erro ao contratar o empréstimo na modalidade cartão de crédito, visto acreditar tratar-se de um contrato de empréstimo convencional. Alegou também, que essa modalidade contratual impõe ônus excessivo ao consumidor. Argumenta, ainda, que nunca utilizou o cartão. Visto isso, requereu o conhecimento do presente recurso, assim como, a reforma da sentença, para que seja reconhecida como indevida a cobrança a título de reserva de margem consignável – RMC, condenando a apelada em restituir, em dobro, as quantias pagas a este título, a majoração ao pagamento de indenização por danos morais no valor de R$ 20.000,00 (vinte mil reais), ou em outro valor a ser fixado por Vossa Excelência e, por último, a condenação da apelada/demandada ao pagamento das despesas processuais e sucumbência na proporção de 20% sobre o valor da ação. O apelado, em contrarrazões, ID de n. 18659776, alegou que a contratação de empréstimo foi efetivada de forma clara, válida e não eivada de vícios – fazendo referência a todos os documentos anexados em sede de contestação – concluiu que não há, dessa forma, que se falar em nulidade de contratação, tampouco em não recebimento do valor contratado, posto que comprovada a transferência. Requereu que seja negado provimento ao recurso, sendo a sentença mantida em sua integralidade. É o relatório. Deixei de intimar a douta Procuradoria-Geral de Justiça por se tratar de discussão eminentemente patrimonial. Vieram-me, em seguida, os autos conclusos. É o que importa relatar. <span style="font-family:

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	"times new roman", times;"> VOTO I) Do juízo de admissibilidade Presentes os pressupostos recursais de admissibilidade intrínsecos e extrínsecos, CONHEÇO do recurso interposto e passo a apreciar o mérito deste. II) Do Mérito Cinge-se a controvérsia recursal em aferir se houve falha no dever de informação por parte da instituição financeira ao formalizar contrato de cartão de crédito consignado com reserva de margem consignável (RMC), em vez de um empréstimo consignado tradicional, como alega a parte autora. De início, importa consignar que se trata de relação jurídica consumerista entre os litigantes, sendo a autora destinatária final dos serviços oferecidos pela instituição financeira requerida, consoante inteligência do art. 3º, § 2º, do Código de Defesa do Consumidor c/c a Súmula nº 297/STJ, in verbis: Art. 3º, § 2°, CDC: Serviço é qualquer atividade fornecida no mercado de consumo, mediante remuneração, inclusive as de natureza bancária, financeira, de crédito e securitária, salvo as decorrentes das relações de caráter trabalhista. O Código de Defesa do Consumidor é aplicável às instituições financeiras. (Súmula n. 297, Segunda Seção, julgado em 12/05/2004, DJe de 08.09.2004). Dessume-se disso as seguintes consequências legais: a necessidade de inversão do ônus da prova e a responsabilidade civil objetiva. Especificamente quanto à responsabilidade civil do prestador de serviços, incide a norma do caput do art. 14 do CDC e da Súmula 479/STJ: Art. 14. O fornecedor de serviços responde, independentemente da existência de culpa, pela reparação dos danos causados aos consumidores por defeitos relativos à prestação dos serviços, bem como por informações insuficientes ou inadequada sobre sua fruição e riscos. As instituições financeiras respondem objetivamente pelos danos gerados por fortuito interno relativo a fraudes e delitos praticados por terceiros no âmbito de operações bancárias. (Súmula n. 479, Segunda Seção, julgado em 27/6/2012, DJe de 01/08/2012.) <p style="line-height: 150%; text-indent: 2cm"

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	align="justify"> Em o utras palavras, para a caracterização da responsabilidade civil objetiva, faz-se necessário apenas a demonstração do ato ilícito, do dano e do nexo de causalidade entre ambos, sendo dispensada a aferição do elemento subjetivo (dolo ou culpa), exceto se configuradas as hipóteses excludentes previstas nos incisos I e II do § 3° do art. 14 do CDC, quais sejam: tendo o fornecedor prestado o serviço, o defeito inexiste; a culpa exclusiva do consumidor ou de terceiro. Primeiramente, insta ressaltar que, apesar do cerne da controvérsia recursal consistir em analisar se houve falha no dever de informação por parte da instituição financeira ao formalizar contrato de cartão de crédito consignado com reserva de margem consignável (RMC), em vez de um empréstimo consignado tradicional, conforme já supramencionado, é necessário salientar que, em análise aos documentos acostados aos autos, vê-se que inexiste legalidade no contrato juntado, este supostamente efetuado entre as partes, ID de n. 18659751, explico: Apesar de a instituição bancária requerida ter juntado cópia de um instrumento contratual denominado de “AUTORIZAÇÃO PARA RESERVA DA MARGEM CONSIGNÁVEL E ADESÃO AO CONTRATO DE CARTÃO DE CRÉDITO CONSIGNADO”, neste denota a aposição do polegar com a confirmação por duas testemunhas, todavia, sem assinatura a rogo , ou seja, em desacordo às formalidades exigidas pelo art. 595 do Código Civil, aplicável aos negócios em geral que envolvem analfabetos, de modo que resta inválido, na forma do entendimento consolidado dos Tribunais, inclusive em sede de IRDR pelo TJCE. Veja-se: APELAÇÃO CÍVEL AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO. DESCONTO INDEVIDO EM CONTA BANCÁRIA. CONTRATO FIRMADO POR PESSOA ANALFABETA. AUSÊNCIA DE ASSINATURA A ROGO. RECURSO PARCIALMENTE CONHECIDO E NA PARTE CONHECIDA IMPROVIDO. 1. Insta salientar que no dia 21/09/2020, a Seção de Direito Privado do Tribunal de Justiça do Estado do Ceará uniformizou o entendimento, através do julgamento do Incidente de Resolução de Demandas Repetitivas ¿ IRDR nº 0630366-67.2019.8.06.0000, de que a contratação de empréstimo consignado por pessoas analfabetas necessita das assinaturas do(a) consumidor(a) a rogo e de duas testemunhas. 2. Compulsando de forma detida os autos, verifica-se que restou caracterizada a falha na prestação do serviço, vez que o banco não demonstrou, na condição de fornecedor do serviço adquirido, a regular contratação do empréstimo por pessoa analfabeta, posto que apesar de se verificar a aposição da digital da contratante e a subscrição por duas testemunhas, não se verifica a assinatura a rogo. 3. Desta forma, não pode a instituição financeira simplesmente afirmar que os contratos são válidos para comprovar o alegado, deveria ter produzido prova para tanto. 4. Assim, tendo em vista que a demanda versa sobre dano gerado por caso fortuito interno, relativo a fraudes praticadas por terceiros no âmbito de operações bancárias, a sentença encontra-se em consonância com o entendimento do Enunciado de nº 479 da Súmula do Superior Tribunal de Justiça. 5. No que se refere ao afastamento da condenação por danos morais, observa-se que a sentença sequer tratou da matéria, portanto, carece de interesse a pretensão recursal. 6. Ademais, no que concerne ao pedido de restituição simples dos valores descontados da conta da autora, esse já foi concedido pelo Juízo a quo, logo, também, carece de interesse a pretensão. 7. Recurso parcialmente conhecido e improvido. (Apelação Cível - 0200842-61.2023.8.06.0029, Rel. Desembargador(a) CARLOS ALBERTO MENDES FORTE, 2ª Câmara Direito Privado, data do julgamento: 08/11/2023, data da publicação: 09/11/2023). APELAÇÃO CÍVEL. DIREITO DO CONSUMIDOR. EMPRÉSTIMO CONSIGNADO. AÇÃO DECLARATÓRIA DE NULIDADE DE RELAÇÃO CONTRATUAL C/C PEDIDO DE REPETIÇÃO DO INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. SENTENÇA IMPROCEDENTE. FALHA NA PRESTAÇÃO DE SERVIÇO CONFIGURADA. INSTRUMENTO CONTRATUAL FIRMADO COM PESSOA ANALFABETA. ART. 595 DO

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	CPC. AUSÊNCIA DE ASSINATURA A ROGO. CONTRATAÇÃO ILÍCITA. INSTITUIÇÃO FINANCEIRA QUE NÃO SE DESINCUMBIU DE SEU ÔNUS PROBATÓRIO (ART. 373, II, CPC). RESTITUIÇÃO DO INDÉBITO NA FORMA SIMPLES. DANOS MORAIS NÃO CONFIGURADOS. DESCONTOS EM VALOR ÍNFIMO. MEROS ABORRECIMENTOS. PRECEDENTES. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. 1. Trata-se de apelação cível interposta contra sentença que julgou improcedente a Ação Declaratória de Nulidade de Relação Contratual c/c Repetição de Indébito e Indenização por Danos Morais. 2. O cerne da controvérsia recursal consiste em avaliar a regularidade do contrato de empréstimo consignando entabulado entre as partes e se é cabível a condenação da instituição financeira ao pagamento de indenização por danos morais e materiais. 3. Na hipótese em comento, discute-se a validade do contrato de empréstimo consignado nº 734852886ERR11, no valor de R$ 2.667,80 (dois mil seiscentos e sessenta e sete reais e oitenta centavos), a ser pago em 40 (quarenta) parcelas de R$ 66,82 (sessenta e seis reais e oitenta e dois centavos), cujo início dos descontos ocorreu em dezembro/2014, conforme indicado no demonstrativo expedido pela Previdência Social (fl. 25). 4. Ao compulsar os fólios processuais, verifica-se que o banco anexou aos autos a cópia do suposto contrato de empréstimo consignado, acompanhado dos documentos pessoais da parte recorrente (fls. 135/149). Todavia, embora o apelante seja pessoa analfabeta, o instrumento contratual não consta a assinatura a rogo, o que torna inválida a contratação por vedação expressa do art. 595 do Código Civil. 5. Logo, considerada a nulidade do contrato, e não havendo outro elemento de prova capaz de demonstrar a sua regularidade, é medida que se impõe declarar a invalidade do negócio impugnado, sendo cabível, portanto, a restituição das quantias descontadas indevidamente do consumidor. 6. No que se refere à devolução dos valores descontados, oportuno destacar que o entendimento do Superior Tribunal de Justiça é no sentido de que ¿a restituição em dobro do indébito (parágrafo único do artigo 42 do CDC) independe da natureza do elemento volitivo do fornecedor que cobrou valor indevido, revelando-se cabível quando a cobrança indevida consubstanciar conduta contrária à boa-fé objetiva. (EAREsp n. 676.608/RS, relator Ministro Og Fernandes, Corte Especial, julgado em 21/10/2020, DJe de 30/03/2021). 7. No caso em análise, ao considerar que os descontos iniciaram em dezembro de 2014, e perduraram até março de 2018 (fl. 25), a restituição das quantias deve ocorrer na forma simples, acrescida de correção monetária pelo INPC, com juros de mora de 1% (um por cento) ao mês, ambos com termo inicial a partir de cada desembolso (Súmulas 43 e 54 do STJ). 8. Com relação ao dano moral, este somente ocorre quando houver lesão a bem que integra os direitos da personalidade, como a honra, a dignidade, a intimidade, a imagem, o bom nome etc., com base no que se infere dos arts. 1º, inciso III, e 5º, incisos V e X, da Constituição Federal. 9. Depreende-se dos autos que os descontos mensais em folha de pagamento do demandante, ora recorrente, foram de R$ 66,82 (sessenta e seis reais e oitenta e dois centavos), o que não representa quantia expressiva capaz de deixar o autor desprovido de recursos financeiros para solver suas despesas ordinárias, tanto é verdade que ele só questionou os descontos em março de 2018. 10. Não se olvida que os descontos possam ter ocasionado algum aborrecimento ao consumidor, contudo, não foram capazes, neste caso, de atingir valores fundamentais do ser humano. Vale lembrar, por oportuno, que a parte autora será devidamente restituída dos valores indevidamente descontados, os quais serão corrigidos monetariamente e acrescidos de juros de mora de 1% (por cento) ao mês. Portanto, o indébito relativo às prestações do contrato ao qual se reputa a invalidade não representaram, no caso, valores que pudessem comprometer a subsistência do consumidor, motivo pelo qual é insubsistente o pedido de indenização por danos morais. 11. Recurso conhecido, e, no mérito, parcialmente provido. (Apelação Cível - 0016946-20.2018.8.06.0084, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 08/11/2023, data da publicação: 08/11/2023). Visto isso, verifica-se que o banco réu não se desincumbiu satisfatoriamente do ônus probatório que lhe incumbia, na medida em que não demonstrou a regularidade do negócio jurídico supostamente firmado entre as partes, conforme já esmiuçado. Desta forma, a sentença de improcedência desafiada não merece ser mantida, devendo ser declarada a inexistência do negócio jurídico questionado, os quais ensejaram os referidos descontos no benefício da autora/apelada. Perante a falha na prestação do serviço do banco, presentes os requisitos ensejadores da responsabilidade civil, exsurge o dever de indenizar. <p style="line-height: 150%; text-indent: 2cm; margin-top: 0.21cm; margin-

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	bottom: 0.21cm" align="justify"> No tocante à restituição dos valores, uma vez reconhecida a ilegitimidade do contrato questionado, os descontos advindos destes, deverão ser objeto de restituição por parte da instituição financeira. Tais valores deverão ser devidamente examinados quando da liquidação da sentença, a fim de evitar enriquecimento ilícito de ambas as partes. Quanto à forma da restituição, se simples ou em dobro, o Superior Tribunal de Justiça quando do julgamento do EAREsp de n° 676608/RS, o STJ já havia pontuado o entendimento de que: “ a restituição em dobro do indébito (parágrafo único do artigo 42 do CDC) independe da natureza do elemento volitivo do fornecedor que realizou a cobrança indevida, revelando-se cabível quando a referida cobrança consubstanciar conduta contrária à boa-fé objetiva”. Todavia, ao ponderar as implicações da decisão ora destacada, o STJ, a despeito de considerar ser bastante o malferimento da boa-fé objetiva, modulou seus efeitos, estabelecendo que somente incidiria a repetição do indébito dobrada para pagamentos indevidos realizados em data posterior à publicação do acórdão (30/03/2021). Colaciona-se: EMBARGOS DE DIVERGÊNCIA EM AGRAVO EM RECURSO ESPECIAL. CIVIL. PROCESSUAL CIVIL. TELEFONIA FIXA. COBRANÇA INDEVIDA. AÇÃO DE REPETIÇÃO DE INDÉBITO DE TARIFAS. 1) RESTITUIÇÃO EM DOBRO DO INDÉBITO (PARÁGRAFO ÚNICO DO ARTIGO 42 DO CDC). DESINFLUÊNCIA DA NATUREZA DO ELEMENTO VOLITIVO DO FORNECEDOR QUE REALIZOU A COBRANÇA INDEVIDA. DOBRA CABÍVEL QUANDO A REFERIDA COBRANÇA CONSUBSTANCIAR CONDUTA CONTRÁRIA À BOA-FÉ OBJETIVA. 2) APLICAÇÃO DO PRAZO PRESCRICIONAL DECENAL DO CÓDIGO CIVIL (ART. 205 DO CÓDIGO CIVIL). APLICAÇÃO ANALÓGICA DA SÚMULA 412/STJ. 3) MODULAÇÃO PARCIAL DOS EFEITOS DA DECISÃO. CONHECIMENTO E PROVIMENTO INTEGRAL DO RECURSO. (...) F ixação das seguintes teses. Primeira tese: A restituição em dobro do indébito (parágrafo único do artigo 42 do CDC) independe da natureza do elemento volitivo do fornecedor que realizou a cobrança indevida, revelando-se cabível quando a referida cobrança consubstanciar conduta contrária à boa-fé objetiva. Segunda tese: A ação de repetição de indébito por cobrança de valores referentes a serviços não contratados promovida por empresa de telefonia deve seguir a norma geral do prazo prescricional decenal, consoante previsto no artigo 205 do Código Civil, a exemplo do que decidido e sumulado no que diz respeito ao lapso prescricional para repetição de tarifas de água e esgoto (Súmula 412/STJ). Modulação dos efeitos: Modulam-se os efeitos da presente decisão - somente com relação à primeira tese - para que o entendimento aqui fixado quanto à restituição em dobro do indébito seja aplicado apenas a partir da publicação do presente acórdão. A modulação incide unicamente em relação às cobranças indevidas em contratos de consumo que não envolvam prestação de serviços públicos pelo Estado ou por concessionárias, as quais apenas serão atingidas pelo novo entendimento quando pagas após a data da publicação do acórdão. (STJ, EAREsp n. 676.608/RS, relator Ministro Og Fernandes, Corte Especial, julgado em 21/10/2020, DJe de 30/3/2021) (grifo nosso). Nesse panorama, a devolução em dobro independe da demonstração de má-fé do fornecedor. Entretanto, deve ser observada a modulação dos efeitos, de modo que somente caberá para os valores pagos posteriormente à 30/03/2021, data de publicação do acórdão paradigma. Logo, é devida à consumidora a restituição simples dos valores eventualmente descontados até 30/03/2021, e em dobro após essa data, conforme entendimento firmado pelo STJ nos embargos de divergência em agravo em recurso especial (EAREsp 676.608/RS) e modulação dos efeitos do referido julgado. No mais, deve incidir correção monetária pelo INPC, e juros de mora, a partir do evento danoso, que corresponde a cada desconto indevido (súmulas n° 43 e 54, do STJ). <span

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	style="font-size: medium;"> Por outro lado, no que diz respeito à condenação por danos morais, matéria suscitado no apelo, tem-se que ele somente ocorre quando houver lesão a bem que integra os direitos da personalidade, como a honra, a dignidade, a intimidade, a imagem, o bom nome, etc., como se infere dos arts. 1º, III, e 5º, V e X, da CF/1988. Sobre o tema leciona Sérgio Cavalieri Filho: (...) só deve ser reputado como dano moral a dor, vexame, sofrimento ou humilhação que, fugindo à normalidade, interfira intensamente no comportamento psicológico do indivíduo, causando-lhe aflições, angústia e desequilíbrio em seu bem-estar. Mero dissabor, aborrecimento, mágoa, irritação ou sensibilidade exacerbada estão fora da órbita do dano moral, porquanto, além de fazerem parte da normalidade do nosso dia a dia, no trabalho, no trânsito, entre os amigos e até no ambiente familiar, tais situações não são intensas e duradouras, aponta de romper o equilíbrio psicológico do indivíduo. Se assim não se entender, acabaremos por banalizar o dano moral, ensejando ações judiciais em busca de indenizações pelos mais triviais aborrecimentos. (CAVALIERI FILHO, Sérgio. Programa de Responsabilidade Civil. 11ª ed. São Paulo: Atlas, 2014, p.111)." Nessa perspectiva, “a verificação do dano moral não reside exatamente na simples ocorrência do ilícito, de sorte que nem todo ato desconforme o ordenamento jurídico enseja indenização por dano moral. O importante é que o ato ilícito seja capaz de irradiar-se para a esfera da dignidade da pessoa, ofendendo-a de maneira relevante.” (AgRg no REsp 1.269.246/RS, Rel. Ministro LUIS FELIPE SALOMÃO, QUARTAnTURMA, julgado em 20/05/2014, DJe de 27/05/2014). Quanto ao tema, a jurisprudência do Superior Tribunal de Justiça é assente no sentido de que se trata de mero aborrecimento o desconto indevido de valores ínfimos, incapazes de comprometer a subsistência da parte. A propósito, confira-se: AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO RECURSO ESPECIAL. AÇÃO DECLARATÓRIA DE INEXIGIBILIDADE DE DÉBITOS. RESTITUIÇÃO DE VALORES E INDENIZAÇÃO POR DANOS MORAIS. DESCONTO INDEVIDO. VALOR ÍNFIMO. DANO MORAL INEXISTENTE. MERO ABORRECIMENTO. CONSONÂNCIA COM A JURISPRUDÊNCIA DESTA CORTE SUPERIOR. RECURSO DESPROVIDO. 1. Esta Corte Superior entende que a caracterização do dano moral exige que a comprovação do dano repercuta na esfera dos direitos da personalidade. Afraude bancária, nessa perspectiva, não pode ser considerada suficiente, por si só, para a caracterização do dano moral? (AgInt nos EDcl no AREsp 1.669.683/SP, Rel. Ministro MARCO AURÉLIO BELLIZZE, TERCEIRATURMA, julgado em23/11/2020, DJe de 30/11/2020). 2. O Tribunal de origem concluiu que o desconto indevido de R$ 70,00 (setenta reais) no benefício previdenciário da agravante não acarretou danos morais, considerando que foi determinada a restituição do valor, que a instituição financeira também foi vítima de fraude e que não houve inscrição do nome da agravante em cadastros de proteção ao crédito, de modo que ficou configurado mero aborrecimento. 3. "A jurisprudência desta Corte entende que, quando a situação experimentada não temo condão de expor a parte a dor, vexame, sofrimento ou constrangimento perante terceiros, não há falar em dano moral, uma vez que se trata de mero aborrecimento ou dissabor, mormente quando a falha na prestação de serviços, embora tenha acarretado aborrecimentos, não gerou maiores danos ao recorrente, como ocorreu na presente hipótese" (AgInt no AREsp 1.354.773/MS, Rel. Ministro RAUL ARAÚJO, QUARTA TURMA, julgado em 02/04/2019, DJe de 24/04/2019). 4. Agravo interno desprovido. (AgInt nos EDcl no REsp n. 1.948.000/SP, relator Ministro Raul Araújo, Quarta Turma, julgado em 23/5/2022, DJe de 23/6/2022). AGRAVO INTERNO NO AGRAVO EM RECURSO ESPECIAL. AÇÃO

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	DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO E DANOS MORAIS. DESCONTO INDEVIDO. VALOR ÍNFIMO. INCIDÊNCIA DAS SÚMULAS 283 E 284/STF. DANO MORAL INEXISTENTE. MERO ABORRECIMENTO. RECURSO NÃO PROVIDO. 1. A ausência de impugnação, nas razões do recurso especial, de fundamento autônomo e suficiente à manutenção do aresto recorrido atrai, por analogia, o óbice da Súmula 283 do STF. 2. O Tribunal de origem concluiu que o desconto indevido de uma parcela no valor de R$ 28,00 (vinte e oito reais) no benefício previdenciário da recorrente não acarretou danos morais, pois representa valor ínfimo, incapaz de comprometer sua subsistência, bem como o valor foi restituído com correção monetária, de modo que ficou configurado mero aborrecimento. 3. A jurisprudência desta Corte entende que, quando a situação experimentada não tem o condão de expor a parte a dor, vexame, sofrimento ou constrangimento perante terceiros, não há falar em dano moral, uma vez que se trata de mero aborrecimento ou dissabor, mormente quando a falha na prestação de serviços, embora tenha acarretado aborrecimentos, não gerou maiores danos ao recorrente, como ocorreu na presente hipótese. 4. Agravo interno não provido. (AgInt no AREsp 1354773/MS, Rel. Ministro RAUL ARAÚJO, QUARTA TURMA, julgado em 02/04/2019, DJe 24/04/2019). A Terceira Câmara de Direito Privado deste Tribunal de Justiça também tem caminhado nessa direção em casos análogos ao dos autos. Veja-se: APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO CONTRATUAL C/C INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. COBRANÇA DE ANUIDADE DE CARTÃO DE CRÉDITO NÃO CONTRATADO. DESCONTOS NA CONTA CORRENTE DA AUTORA. AUSÊNCIA DE PROVA DA CONTRATAÇÃO. DESCONTOS INDEVIDOS. PARTE RÉ QUE NÃO SE DESINCUMBIU DO ÔNUS DE COMPROVAR A LEGITIMIDADE DA CONTRATAÇÃO. DANOS MORAIS NÃO CONFIGURADOS. DESCONTOS INEXPRESSIVOS. MERO ABORRECIMENTO. RECURSO CONHECIDO E DESPROVIDO. 1. Cuida-se de Apelação Cível manejada contra sentença de fls. 179/199, proferida pelo Juízo da Vara Única da Comarca de Chaval que, nos autos da Ação Declaratória de Inexistência de Débito c/c Danos Materiais e Morais ajuizada por Raimundo Alves Viana contra o Banco Bradesco Cartões S/A que julgou parcialmente procedente a demanda, declarando nulo o contrato de tarifa referente a anuidade de cartão de crédito, bem como, condenou o apelante a restituir as parcelas descontadas indevidamente da conta bancária da parte autora. 2. Irresignada a parte demandante interpôs recurso às fls. 205/236, defendendo que os descontos realizados foram indevidos e sem sua anuência, assim a falha na prestação do serviço e a inexistência de relação contratual válida, demanda a condenação da instituição financeira em danos morais in re ipsa. 3. Nesse contexto, cabe ao ente bancário, através da juntada do contrato ou de prova da solicitação ou autorização dos serviços correspondentes, comprovar que a autora contratou um pacote de serviços que dava ensejo à cobrança das tarifas impugnadas. A argumentação defensiva não é apta a desconstituir a prova acostada aos autos, eis que limitou-se a aduzir que o banco agiu em exercício regular de direito ao efetuar as cobranças dentre os limites legais permitidos, mas não comprovou que a parte autora tenha anuído com as tarifas em comento. 4. A existência do dano moral pressupõe a configuração de lesão a um bem jurídico que integra os direitos da personalidade, como a honra, a dignidade, a intimidade, a imagem, o bom nome etc., com base se infere dos arts. 1º, III, e 5º, V e X, da Constituição Federal. 5. Desse modo, ainda que tenha ocorrido desconto indevido, tal fato não se mostra suficientemente capaz de ensejar o dano moral alegado, posto que não se traduz em qualquer ofensa aos direitos da personalidade a existência de desconto de valor irrisório ocorrido na conta-salário da demandante/recorrente. Precedentes. 6. verifica-se que, diante do envio do cartão de crédito não solicitado, a cobrança indevida da anuidade e a ausência de negativação do nome da consumidora ou outra situação que desabonasse a sua imagem, não tem o condão de, por si só, acarretar mácula a honra objetiva. 7. Ademais, no caso concreto, as parcelas indevidamente descontadas do benefício da parte autora apresentavam quantias variáveis, cujo maior valor corresponde a R$ 32,50 (trinta e dois reais e cinquenta centavos), perfazendo, assim, um patamar econômico ínfimo, incapaz de acarretar a ocorrência do abalo moral passível de indenização, porquanto, não obstante tal situação traga desconfortos e aborrecimentos ao consumidor, não é capaz de atingir valores fundamentais do ser humano, tratando-se, em verdade, de situação rotineira, a que se está sujeito na vida em sociedade. 8. RECURSO

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	CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. (Apelação Cível - 0200118-74.2022.8.06.0067, Rel. Desembargador MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 17/07/2024, data da publicação: 17/07/2024) [Grifei]. DIREITO DO CONSUMIDOR. RECURSO DE APELAÇÃO CÍVEL. AÇÃO ORDINÁRIA. PRELIMINAR DE CERCEAMENTO DE DEFESA AFASTADA. TARIFA DE CESTA DE SERVIÇOS BANCÁRIOS. NÃO APRESENTAÇÃO DO INSTRUMENTO CONTRATUAL. AUSÊNCIA DE COMPROVAÇÃO DE ANUÊNCIA DO CONSUMIDOR. INSTITUIÇÃO FINANCEIRA QUE NÃO SE DESINCUMBIU DE SEU ÔNUS PROBATÓRIO. FALHA NA PRESTAÇÃO DE SERVIÇO CONFIGURADA. RESTITUIÇÃO SIMPLES E EM DOBRO DOS DESCONTOS. DANOS MORAIS NÃO CONFIGURADOS. AUSÊNCIA DE ABALO AOS DIREITOS DA PERSONALIDADE. MERO ABORRECIMENTO. PRECEDENTES DO STJ E TJCE. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. 01. Trata-se de apelação interposta pelo Banco Bradesco S.A contra sentença proferida pelo Juízo da Vara Única da Comarca de Guaraciaba do Norte que julgou parcialmente procedentes os pedidos da Ação Declaratória de Inexistência de Relação Contratual c/c Repetição Indébito e Danos Morais ajuizada em seu desfavor. 02. Preliminarmente, a instituição financeira argumenta que houve suposto cerceamento do direito de defesa por não ter o magistrado de piso não ter realizado a audiência de instrução e julgamento. Entretanto, tal argumento não merece prosperar, tendo em vista que os elementos de prova contidos nos autos se destinam à valoração do magistrado, ao qual compete aferir a (des)necessidade da produção de outras provas para a formação de seu livre convencimento, sendo possível o julgamento antecipado da lide, quando considerar suficientes os elementos de convicção carreados ao procedimento. Precedentes do STJ. PRELIMINAR REJEITADA. 03. No mérito, o cerne controvertido da questão cinge-se em avaliar a regularidade da cobrança de tarifas bancárias referentes à contratação de cesta de serviços. 04. Nesse contexto, sem maiores digressões, vislumbro a existência de prática abusiva quanto à contratação da cesta de serviços, dado que ausente a comprovação de que a parte consumidora assentiu com a utilização desse serviço, tendo em vista que a instituição financeira não apresentou qualquer documento capaz de demonstrar a anuência da contratante com relação ao negócio jurídico, quedando-se silente quanto ao ajuste contratual que deu origem aos descontos tarifários. 05. De outro modo, o banco pugnou pela devolução simples dos valores descontados da conta bancária da parte autora, contudo, o atual entendimento do Superior Tribunal de Justiça é no sentido de ¿a restituição em dobro do indébito (parágrafo único do artigo 42 do CDC) independe da natureza do elemento volitivo do fornecedor que cobrou valor indevido, revelando-se cabível quando a cobrança indevida consubstanciar conduta contrária à boa-fé objetiva¿ (STJ. Corte Especial. EAREsp 676608/RS, Rel. Min. Og Fernandes, julgado em 21/10/2020). Corroborando este entendimento, o Superior Tribunal de Justiça no julgamento dos embargos de divergência em agravo em recurso especial EAREsp 676.608/RS, consolidou que a restituição em dobro do indébito, seja aplicado apenas às cobranças indevidas realizadas a partir da publicação daquele acórdão, ou seja, 30/03/2021. 06. Em relação ao dano moral, não há dúvida de que a doutrina e a jurisprudência consideram o dano o elemento essencial da responsabilidade civil, sendo considerado como um prejuízo resultante de uma lesão a um direito. 07. Oque se verificou dos fólios processuais é que houve descontos inexpressivos na conta bancária do promovente, de valores entre R$ 7,03 a R$ 20,67, conforme extratos bancários juntados às fls. 22/33 dos autos, se mostrando valores ínfimos em relações aos proventos do autor, representando menos de 0,52.% dos vencimentos do requerente. 08. Com efeito, não se vislumbra dano à personalidade que possa ensejar o pagamento de indenização por danos morais, notadamente porque referidos descontos não foram capazes de causar maiores consequências negativas, como a inscrição do nome da consumidora nos cadastros de proteção ao crédito ou o comprometimento do mínimo existencial, sendo o caso, portanto, de acolher os argumentos da instituição financeira apelante, no sentido de que os descontos não causaram lesão de ordem moral. Precedentes do TJCE. 09. Recurso conhecido e parcialmente provido, tão somente para afastar a condenação da instituição financeira em danos morais. (Apelação Cível - 0200128-33.2023.8.06.0084, Rel. Desembargador(a) VILMA FREIRE BELMINO TEIXEIRA PORT. 470/2024, 3ª Câmara Direito Privado, data do julgamento: 17/04/2024, data da publicação: 17/04/2024) [Grifei]. DIREITO DO CONSUMIDOR E PROCESSUAL CIVIL. APELAÇÃO CÍVEL.

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	DEMANDA JULGADA PARCIALMENTE PROCEDENTE. IRRESIGNAÇÃO DA PARTE AUTORA. NÃO APRESENTAÇÃO DO INSTRUMENTO CONTRATUAL. ANUÊNCIA DO CONSUMIDOR NÃO COMPROVADA. FALHA NA PRESTAÇÃO DE SERVIÇO CONFIGURADA. RESTITUIÇÃO DOS VALORES DESCONTADOS EM DOBRO. DANOS MORAIS NÃO CARACTERIZADOS. DESCONTOS ÍNFIMOS. MERO ABORRECIMENTO. PRECEDENTES DO STJ E DESTA TERCEIRA CÂMARA DE DIREITO PRIVADO. PROMOVENTE QUE SUCUMBIU NO PEDIDO DE INDENIZAÇÃO POR DANO MORAL. DESPESAS PROPORCIONALMENTE DISTRIBUÍDAS. INTELIGÊNCIA DO ART. 86, DO CPC. APELO CONHECIDO E DESPROVIDO. Caso em exame: 1. Trata-se de recurso da espécie APELAÇÃO CÍVEL interposto pela parte autora do processo, em que se insurge contra a Sentença de fls. 91/99, proferida pelo Juízo da Vara Única da Comarca de Milagres/CE que julgou parcialmente procedentes os pleitos autorais em ação declaratória de inexistência de relação contratual c/c pleito indenizatório por danos morais e materiais, em face de BINCLUB SERVIÇOS DE ADMINISTRAÇÃO E DE PROGRAMAS DE FIDELIDADE LTDA. Questão em discussão: 2. Cinge-se a controvérsia recursal em averiguar o acerto, ou não, da decisão de primeiro grau que julgou parcialmente procedentes os pedidos autorais, declarou a inexigibilidade do desconto efetuado e condenou a promovida à restituição dobrada, contudo julgou improcedente o pedido de indenização por dano moral. 3. Há duas questões centrais em discussão: (I) a existência de dano moral indenizável; (II) distribuição do ônus de sucumbência. Razões de decidir: 4. Dano moral não demonstrado. Conforme sustentado na exordial, a parte autora teve descontado de forma indevida em sua conta bancária a monta de R$ 62,90 (sessenta e dois reais e noventa centavos), uma única vez (fls. 4 e 21). Somente ocorre dano moral quando houver lesão a bem que integra os direitos da personalidade, como a honra, a dignidade, a intimidade, a imagem, o bom nome etc., como se infere dos arts. 1º, III, e 5º, V e X, da CF/1988. Dessa forma, a incidência de um desconto de valor ínfimo, conforme o presente caso, não configura dor, sofrimento ou humilhação, tampouco caracteriza violação à honra, à imagem ou à intimidade. 5. Ônus sucumbenciais corretamente distribuídos. O autor sucumbiu quanto ao pedido de indenização por dano moral (art. 86, do Código de Processo Civil). Outrossim, a gratuidade judiciária não impede a condenação em honorários sucumbenciais, isto porque a concessão de gratuidade não afasta a responsabilidade do beneficiário pelas despesas processuais e pelos honorários advocatícios decorrentes de sua sucumbência (art. 98, §2º, do CPC). Vencido o beneficiário, as obrigações resultantes de sua sucumbência permanecerão sob condição suspensiva de exigibilidade (art. 98, §3º, do CPC). 6. Portanto, não assiste razão ao recorrente ao pleitear a reforma da decisão, tendo em vista a ausência de abalo moral indenizável, assim como resta cabível a condenação em honorários sucumbenciais e custas processuais no caso em tela estando sob condição suspensiva de exigibilidade em razão da gratuidade deferida às fls. 22/23. Dispositivo: 7. Apelo conhecido e não provido. Decisão de origem mantida. (Apelação Cível - 0200571-58.2023.8.06.0124, Rel. Desembargador(a) FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR, 3ª Câmara Direito Privado, data do julgamento: 26/03/2025, data da publicação: 26/03/2025). [Grifei]. Ora, ainda no que se refere a os danos morais, entende-se que para sua existência deve ocorrer violação a um direito fundamental da pessoa, como a honra, a dignidade, a intimidade, a imagem, o bom nome, entre outros, conforme já supramencionado e devidamente estabelecido nos artigos 1º, III, e 5º, V e X, da Constituição Federal. No entanto, c ompulsando-se os autos, de acordo com o ID de n. 18659672, verifica-se que o valor das prestações descontadas alcançou o importe de R$ 52,25 (cinquenta e dois reais e vinte e cinco centavos) mensais. Assim, mesmo que tenham ocorridos descontos indevidos, essa circunstância não parece ser capaz por si só de justificar o dano moral alegado. Acrescenta-se, por oportuno que, de acordo com o documento ID de n. 18659672 e a informação trazida em exordial pela demandante, ID de n. 18659665 , tanto a averbação se deu, quanto os descontos se iniciaram,

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	respectivamente, na data de 11 de janeiro de 2019, todavia, somente em 03 de junho do ano de 2024 a autora resolveu ingressar com a ação, ou seja, ocorrendo um percurso de cinco anos e cinco meses. Visto isso, ainda que se admita a possibilidade de algum transtorno para a autora/apelante, os descontos efetuados não atingiram montantes essenciais à preservação da dignidade humana, limitando-se a inconvenientes inerentes à vida em sociedade. Nesse contexto, não se verificou elementos que indiquem consequências mais gravosas, como por exemplo, o comprometimento de seu mínimo existencial. Diante do que fora exposto, não se verifica a existência de lesão à personalidade que justifique a reparação por danos morais. Repise-se que a incidência de desconto de valor ínfimo não configura dor, sofrimento ou humilhação, tampouco caracteriza violação à honra, à imagem ou à intimidade. DISPOSITIVO Diante do que acima foi exposto e fundamentado, CONHEÇO DO RECURSO PARA DAR-LHE PROVIMENTO EM PARTE, no sentido de anular o negócio jurídico descrito na exordial, condenar o banco/réu a restituir os valores eventualmente descontados na forma simples até 30/03/2021, e em dobro a partir desta data, observando, em todo caso, a prescrição parcial das parcelas vencidas há mais de 05 (cinco) anos do ajuizamento da ação. Autorizo compensação de valor comprovadamente disponibilizado em favor da promovente a ser apurada em liquidação do julgado. Indefiro o pedido de danos morais. Em consequência, diante da sucumbência recíproca, as partes deverão ratear as custas processuais e arcar com honorários no valor de R$ 500,00 (quinhentos reais), devidos aos causídicos de ambas as partes, vedada a compensação e observada a suspensão da exigibilidade em favor da parte beneficiária da justiça gratuita (art. 98, § 3º, do CPC). É como voto. Fortaleza/CE, data registrada no sistema. FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR Desembargador Relator

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Processo	0238678-26.2021.8.06.0001
Número de ordem	18
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Efeito Suspensivo / Impugnação / Embargos à Execução
Polo ativo	MNF CONSTRUCAO LTDA SANDRA CIRINO DA ROCHA ABADA INVESTIMENTOS IMOBILIARIOS LTDA
Advogado(s) - Polo ativo	Não informado
Polo passivo	JOAO JORGE PONTES VIEIRA NETO
Advogado(s) - Polo passivo	TIAGO MAIA VIEIRA - (CE26045-A) JOAO AURELIO PONTE DE PAULA PESSOA - (CE15196-A)
Terceiros	Antonio Nairo Rosa Cavalcante Junior MINISTERIO PUBLICO DO ESTADO DO CEARA
Voto proferido pelo relator	Não informado

Processo	3000223-79.2025.8.06.0163
Número de ordem	19
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Material
Polo ativo	MARIA TEREZINHA DE MELO
Advogado(s) - Polo ativo	ANTONIA FERNANDA ALMEIDA CUNHA - (CE29066-A) MARIA CAROLINA KERSTEN DE ARAGAO - (RJ90941-B) LUCIANE ALMEIDA NEPOMUCENO - (CE47843-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

Processo	3000223-79.2025.8.06.0163
Acordão	<div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> GABINETE <span style="font-size:

Processo	3000223-79.2025.8.06.0163
	21.3333px; white-space-collapse: preserve;"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-image: initial; width: 600px; border: 1px 1px 0px solid solid none initial;"> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important; color: windowtext !important;" lang="PT-BR" xml:lang="PT-BR"> 300223-79 .

Processo	3000223-79.2025.8.06.0163
	2025. 8.06.01 63 <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">- Apelação Cível <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-image: initial; width: 600px; border: 0px 1px 1px none solid solid initial;"> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important; color: windowtext !important;" lang="PT-BR" xml:lang="PT-BR">Maria Teresinha de Melo e Banco do Brasil S/A <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height:

Processo	3000223-79.2025.8.06.0163
	37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">EMENTA: APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, SAQUES E DESFALQUES DE VALORES NA CONTA VINCULADA DO PASEP DO AUTOR. SENTENÇA QUE DECRETOU A PRESCRIÇÃO. INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CIÊNCIA INEQUÍVOCA DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. REMESSA DO FEITO PARA À VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO. SENTENÇA ANULADA. RECURSO CONHECIDO E PROVIDO. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da controvérsia reside na aferição de responsabilidade do Banco do Brasil pela má gestão dos valores contidos em conta do PASEP vinculada ao servidor autor. Sentença extinguiu o feito declarando a prescrição da pretensão. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-

Processo	3000223-79.2025.8.06.0163
	variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">actio nata <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo STJ, tem-se que: <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e que <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. <span class="TextRun

Processo	3000223-79.2025.8.06.0163
	SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Desta forma, o lapso da prescrição teve início quando o autor teve acesso aos extratos da sua conta vinculada ao PASEP, emitido em 03/12/2024 , não fulminando o direito de ação exercitado em 21/01/ <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">2025. <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">4. Apelação cível conhecida e provida. Sentença anulada. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial,

Processo	3000223-79.2025.8.06.0163
	Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACORDÃO <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR PROVIMENTO <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve;

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	vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial,

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	Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;

Processo	3000223-79.2025.8.06.0163
	overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">MARIA TERESINHA DE MELO <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

Processo	3000223-79.2025.8.06.0163
	user-select: text;">, contra sentença proferida pelo Juízo da 2 ª Vara da Comarca de São Benedito /CE, que, nos autos de <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação de Indenização por Danos Materiais e Morais <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , intentada pel a apelante em face do <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">BANCO DO BRASIL S/A, <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> julgou o pleito autoral liminarmente improcedente, nos seguintes termos (ID 19165832): <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	3000223-79.2025.8.06.0163
	padding: 0px; user-select: text;"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> “ Ante o exposto, reconheço a incidência da prescrição e <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">JULGO IMPROCEDENTE <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> o pedido formulado na inicial, com resolução de mérito, nos termos do art. 487, II, do CPC. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService,

Processo	3000223-79.2025.8.06.0163
	sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Condeno a autora ao pagamento das custas processuais, contudo, por ser ela beneficiária da justiça gratuita, que ora defiro (REsp 2.055.899 – STJ), a cobrança das verbas de sucumbência ficará <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">adstrita ao disposto no artigo 98, § 3º, do Código de Processo Civil. Inexistente condenação em honorários advocatícios, uma vez que a angulação processual sequer ocorreu.” (...)”. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Inconformad a , <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a autor <span class="NormalTextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	3000223-79.2025.8.06.0163
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">a interpôs recurso apelatório <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, alegando, em suma, que a sentença objurgada merece ser reformada, porquanto o Juízo <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">desconsiderou a aplicação da Teoria <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Actio Nata <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, tendo em vista que não reconheceu que <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">o termo inicial da prescrição é o dia em que é fornecido o extrato da conta individualizada do Pasep ao seu titular. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">” <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , consoante entendimento sedimentado pelo Superior Tribunal de Justiça, no Tema 1.150. Ao final, requer o conhecimento e provimento do presente apelo (ID 19165834). <span class="EOP SCXW196595202 BCX0" style="-

Processo	3000223-79.2025.8.06.0163
	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões, <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> ante a ausência de <span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">triangularização da relação processual. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial,

Processo	3000223-79.2025.8.06.0163
	Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após, os autos ascenderam para julgamento nesta Corte. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-

Processo	3000223-79.2025.8.06.0163
	position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - DOS PRESSUPOSTOS DE ADMISSIBILIDADE <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div

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	class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II - DO MÉRITO <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 2 ª Vara da Comarca de São Benedito /CE, que, nos autos da <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação de Indenização por Danos Materiais e Morais <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">alvitrada por <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Maria Teresinha de Melo <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">em face de <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Banco do Brasil S/A <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, julgou liminarmente improcedente o pleito autoral. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear:

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	both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">De plano, ressalta-se que <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a questão acerca da má administração dos recursos das contas vinculadas do PASEP foi objeto de apreciação pelo Superior Tribunal de Justiça quando afetou ao rito dos recursos repetitivos o tema nº 1.150 <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, restando fixados os seguintes pontos: <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">“ a) O Banco do Brasil possui, ou não, legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text;

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	overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">b) A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32; <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">c) O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP.”. <span class="EOP

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	SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">No julgamento do tema repetitivo em destaque, o Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional para reconhecer as teses abaixo destacadas: <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">“ i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na

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	qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI

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	Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.”. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A causa de pedir exposta na petição inicial aduz que houve má gestão e supressão dos valores constantes da conta vinculada da autora sob responsabilidade do Banco do Brasil S/A, sendo devida reparação moral e material dos desfalques havidos. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

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	text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da lide reside, entretanto, na aferição da responsabilidade do Banco do Brasil quanto à alegação levantada pela parte autora de que houve desfalques em sua conta vinculada ao programa PASEP sem que tenha havido comprovação da destinação desses valores por parte do Banco gestor. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Para tal desiderato, acostou aos autos os extratos e microfilmagens de sua conta, relativos ao período anterior ao levantamento do valor aos <span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">IDs 19165824 e 19165825, tendo o saque do valor residual sido realizado em 05/12/2002 , conforme mencionado na sentença hostilizada (ID 19165832). <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ora, o precedente vinculante já comentado nestes autos já firmou <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-

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	alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> o entendimento de que o termo inicial da prescrição decenal da pretensão do autor verificar acerca da má administração do Banco do Brasil na sua conta vinculada ao PASEP inicia no <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> “dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.” <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Assim, o entendimento mais escorreito e o que é adotado por esta Corte de Justiça é que o termo inicial da contagem do prazo prescricional da pretensão da autora se dá quando do recebimento do extrato ou das microfilmagens da sua conta. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> No caso dos autos, o recebimento do extrato se deu em 03/12/2024 , tendo a ação sido intentada em 21/01/2025 . <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0"

Processo	3000223-79.2025.8.06.0163
	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido: <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">““DIREITO CIVIL. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS. CONTA PASEP. TERMO INICIAL DO PRAZO PRESCRICIONAL. PRINCÍPIO DA ACTIO NATA. TEMA 1150/STJ. PRESCRIÇÃO AFASTADA. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">RECURSO PREJUDICADO. SENTENÇA ANULADA DE OFÍCIO. RETORNO DOS AUTOS À ORIGEM PARA DEVIDO PROCESSAMENTO E JULGAMENTO. 1. Caso em exame: Trata-se Apelação Cível interposta por Francisca Helena Alves da Silva, objurgando sentença de fls. 77/80, proferida pelo MM. Juiz de Direito da Vara Única da Comarca de Nova Olinda, nos autos da Ação Revisional do Pasep, movida pela ora recorrente em desfavor do Banco do Brasil S/A, que extinguiu o processo com resolução de mérito, ante o reconhecimento da prescrição da pretensão autoral. 2. Questão em discussão: Cinge-se a controvérsia recursal em aferir se a pretensão deduzida na exordial encontra-se atingida pela prescrição. 3. Razões de decidir: <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">O STJ, ao julgar o Tema 1150, firmou entendimento de que, em ações que tratem de irregularidades em depósitos bancários efetivados em conta PASEP, o prazo prescricional de 10 anos (art. 205, CC/02) tem como termo inicial o momento em que o titular da conta toma ciência inequívoca da lesão, conforme o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">actio nata. Precedentes. 4. Na hipótese, a ciência dos desfalques ocorreu em dezembro de 2023, com o acesso aos extratos/microfilmes fornecidos pela instituição financeira, o que afasta a prescrição reconhecida na sentença recorrida. 5. A sentença merece, portanto, ser anulada, por não ter transcorrido o prazo decenal, remetendo-se o feito à instância de origem para o processamento da ação. <span class="TextRun SCXW196595202 BCX0" style="-webkit-

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	user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por fim, é necessário ressaltar que, embora cassada a decisão, a causa não se encontra madura para julgamento, em virtude da necessidade de instrução probatória. 6. Dispositivo e Tese: Recurso prejudicado. Sentença anulada de ofício. ACÓRDÃO Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em anular de ofício a sentença, julgando prejudicado o recurso de apelação, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora <span class="LineBreakBlob BlobObject DragDrop SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0200586-66.2024.8.06.0132, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 21/03/2025, data da publicação: 21/03/2025) <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-

Processo	3000223-79.2025.8.06.0163
	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">DIREITO CIVIL. APELAÇÃO CÍVEL. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE EXIGIR CONTAS. PASEP. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PRESCRIÇÃO DECENAL. TEORIA DA ACTIO NATA. TERMO INICIAL DO PRAZO PRESCRICIONAL. CIÊNCIA EFETIVA DOS DESFALQUES NA CONTA INDIVIDUALIZADA. SENTENÇA ANULADA <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> . I. Caso em exame Apelação cível interposta contra sentença que julgou improcedente pedido de prestação de contas em razão do reconhecimento da prescrição da pretensão autoral. A autora sustenta que o Banco do Brasil geriu de forma inadequada sua conta vinculada ao PASEP, causando prejuízos patrimoniais. II. Questão em <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">discussão Há duas questões em discussão: (i) a legitimidade passiva do Banco do Brasil para responder pela gestão dos valores do PASEP; e (<span class="NormalTextRun SpellingErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) o termo inicial da prescrição para eventual pretensão indenizatória. III. Razões de decidir <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> O Superior Tribunal de Justiça, no Tema Repetitivo 1.150, consolidou o entendimento de que o Banco do Brasil possui legitimidade passiva para figurar em demandas relativas à gestão da conta PASEP. Quanto à prescrição, o STJ definiu que o prazo aplicável é o decenal (art. 205 do CC), tendo como termo inicial a data em que o titular, comprovadamente, tomou ciência dos desfalques na conta individual vinculada ao PASEP. No caso, a sentença considerou como termo inicial a data do saque da conta PASEP (1995), em desacordo com a jurisprudência vinculante. A documentação juntada aos autos indica que a ciência dos alegados prejuízos ocorreu apenas em 2021, afastando a prescrição <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-

Processo	3000223-79.2025.8.06.0163
	variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> . IV. Dispositivo e tese Apelação cível conhecida e provida. Sentença anulada para determinar o retorno dos autos à origem e regular instrução do feito. Tese de julgamento: ¿O Banco do Brasil possui legitimidade passiva para responder pela gestão da conta PASEP. O prazo prescricional para a pretensão indenizatória é decenal e tem início na data em que o titular da conta toma ciência dos desfalques ou <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">irregularidades.¿ Dispositivos relevantes citados: CC/2002, art. 205; CPC/2015, art. 1.013, § 3º. Jurisprudência relevante citada: STJ, Tema Repetitivo 1.150, REsp 1.895.936/TO, Rel. Min. Herman Benjamin, Primeira Seção, j. 13.09.2023. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span class="LineBreakBlob BlobObject DragDrop SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0051539-12.2021.8.06.0071, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 12/02/2025, data da publicação: 12/02/2025)". <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

Processo	3000223-79.2025.8.06.0163
	transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por conseguinte, entendo que a prescrição do feito não restou configurada, razão pela qual a sentença hostilizada merece reparo. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height:

Processo	3000223-79.2025.8.06.0163
	33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Isto posto, em harmonia com a legislação e jurisprudência pátria, <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso Apelatório para <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR-LHE PROVIMENTO <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a fim de anular a sentença e determinar o retorno do processo à Vara de origem, para o devido processamento e posterior julgamento. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -

Processo	3000223-79.2025.8.06.0163
	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW196595202 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;">

Processo	3000588-84.2024.8.06.0126
Número de ordem	20
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Material

Processo	3000588-84.2024.8.06.0126
Polo ativo	MARIA DE ARAUJO CAMPOS
Advogado(s) - Polo ativo	MARIA LIA CHAVES CUSTODIO PEDROSA - (CE34461-A) ORLANDO SILVA DA SILVEIRA - (CE11920-A) GABRIELE ALMEIDA DA SILVEIRA - (CE45045-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	WILSON SALES BELCHIOR - (CE17314-A)
Terceiros	Não informado

Processo	3000588-84.2024.8.06.0126
Acordão	<div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div

Processo	3000588-84.2024.8.06.0126
	class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-image: initial; width: 600px; border: 1px 1px 0px solid solid none initial;"> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 3000588-84.2024.8.06.0126 <span class="NormalTextRun SCXW143163312

Processo	3000588-84.2024.8.06.0126
	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> - Apelação Cível <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-image: initial; width: 600px; border: 0px 1px 1px none solid solid initial;"> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important; color: windowtext !important;" lang="PT-BR" xml:lang="PT-BR"> Maria de Araújo Campos e Banco do Brasil S/A <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-

Processo	3000588-84.2024.8.06.0126
	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> EMENTA: APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, SAQUES E DESFALQUES DE VALORES NA CONTA VINCULADA DO PASEP DO AUTOR. PRELIMINARES DE ILEGITIMIDADE PASSIVA E <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">INCOMPETÊNCIA DA JUSTIÇA COMUM. REJEITADAS. SENTENÇA QUE DECRETOU A PRESCRIÇÃO. INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CIÊNCIA INEQUÍVOCA DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. REMESSA DO FEITO PARA À VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO. SENTENÇA ANULADA. RECURSO CONHECIDO E PROVIDO. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da controvérsia reside na aferição de responsabilidade do Banco do Brasil pela má gestão dos valores contidos em conta do PASEP vinculada ao servidor autor. Sentença extinguiu o feito declarando a prescrição da pretensão. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

Processo	3000588-84.2024.8.06.0126
	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> No que tange as preliminares de ilegitimidade passiva e incompetência da justiça comum , ressalta-se que a Corte Superior concluiu que o Banco do Brasil não tem controle sobre os depósitos, mas atua como administrador das contas individuais do PASEP, sendo responsável tanto pela aplicação dos índices de atualização monetária como pelos saques e retiradas, de modo que deve ser reconhecida sua legitimidade passiva para responder aos termos da presente demanda. À vista disso, e em atenção ao enunciado da Súmula 42 do STJ, não há dúvidas de que a competência para conhecer e julgar a presente demanda é da Justiça Comum. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 3 . <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">actio nata <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

Processo	3000588-84.2024.8.06.0126
	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo STJ, tem-se que: <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e que <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 4 . <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Desta forma, o lapso da prescrição teve início quando o autor teve acesso aos extratos da sua conta vinculada ao PASEP, emitido em 03/12/2024, não fulminando o direito de ação exercitado em 21/01/ <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">2025.. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial,

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	Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 5 . Apelação cível conhecida e provida. Sentença anulada. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e

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	discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR PROVIMENTO <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-

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	space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div

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	class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span

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	class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> MARIA DE ARAUJO CAMPOS <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , contra sentença proferida pelo Juízo da 2ª Vara da Comarca de Mombaça /CE, que, nos autos de <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação de Reparação de Danos Materiais e Morais <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pela apelante em face do <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">BANCO DO BRASIL S/A, <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> julgou o pleito autoral liminarmente improcedente, nos seguintes termos (ID 19081937): <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none;

Processo	3000588-84.2024.8.06.0126
	background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"Feitas tais digressões, pelo exposto e por tudo o mais que dos autos consta, <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">JULGO LIMINARMENTE IMPROCEDENTE <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> a presente ação, extinguindo o feito com resolução do mérito, por sentença, em razão do reconhecimento da prescrição do direito autoral, com esteio nos artigos 332, § 1º e 487, II e § único do Digesto Processual Civil, <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a pronunciando . <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	3000588-84.2024.8.06.0126
	transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Defiro a gratuidade judiciária à promovente, nos termos do art. 99, §3º, do CPC. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Sem custas. Sem honorários, uma vez que não houve a formação do contraditório .” (...)”. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-

Processo	3000588-84.2024.8.06.0126
	space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inconformada, <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">a autora interpôs recurso apelatório <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , alegando, em suma, que a sentença objurgada merece ser reformada, porquanto foi proferida em dissonância com entendimento sedimentado pelo Superior Tribunal de Justiça, no Tema 1.150, visto que nã o reconheceu que <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> somente <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">no momento em que o titular tem acesso as microfilmagens de sua conta PASEP é que pode verificar a existência de eventuais inconsistências”. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Ao final, requer o conhecimento e provimento do present e apelo (ID 19082042). <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

Processo	3000588-84.2024.8.06.0126
	windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após devidamente intimado, o promovido apresentou suas <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">contrarrazões <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao ID 19082052. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após, os autos ascenderam para julgamento nesta Corte. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px -76px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-

Processo	3000588-84.2024.8.06.0126
	space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - DOS PRESSUPOSTOS DE ADMISSIBILIDADE <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe

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	UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II - PRELIMINARMENTE <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312

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	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a) Da Ilegitimidade Passiva e da Incompetência da Justiça Comum <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Alegou o ente bancário, em sede de preliminar das contrarrazões ao recurso intentado pel a autor a, que não detém legitimidade para responder às ações que se insurgem contra os índices de correção monetária estabelecidos pelo Conselho Diretor do PASEP, sendo certo que, em recente julgamento do Repetitivo 1150, o Superior Tribunal de Justiça estabeleceu que o Banco do Brasil é parte legítima para ser figurar no polo passivo em ações que discutem a gestão dos valores depositados no PASEP, seja no que tange à correção de valores depositados, seja no tocante aos saques efetuados. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A propósito, transcrevo trecho relevante do <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

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	BR">decisum: <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ADMINISTRATIVO E PROCESSUAL CIVIL. RECURSO ESPECIAL REPRESENTATIVO DA CONTROVÉRSIA. <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> PASEP. MÁ GESTÃO DOS VALORES DEPOSITADOS. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">PRESCRIÇÃO DECENAL PREVISTA NO ART. 205 DO CÓDIGO CIVIL. TERMO INICIAL DA PRESCRIÇÃO. TEORIA DA ACTIO NATA. CIÊNCIA DOS DESFALQUES NA CONTA INDIVIDUALIZADA. As questões a serem definidas nesse Repetitivo são: a) a possibilidade ou não de o Banco do Brasil figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; b) qual o prazo prescricional a que a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete - se o decenal previsto pelo artigo 205 do Código Civil ou o quinquenal estipulado pelo art. 1° do Decreto 20.910/1932; c) se o termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao Pasep. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL PARA FIGURAR NA DEMANDA 2. O Programa de Formação do Patrimônio do Servidor Público (Pasep) foi instituído pela Lei Complementar 8, de 3.12.1970, que prevê a competência do Banco do Brasil para a administração do Programa e manutenção das contas individualizadas para cada servidor, recebendo comissão pelo serviço prestado. A Lei Complementar 26, de 11.9.1975, unificou, a partir de 1º.7.1976, sob a denominação de PIS-Pasep, os fundos constituídos com os recursos do Programa de Integração Social (PIS) e do Programa de Formação do Patrimônio do Servidor Público (Pasep), instituídos pelas Leis Complementares 7/70 e 8/70, respectivamente. 3. O art. 7º do Decreto 4.751/2003 previa que a gestão do Pasep compete ao Conselho Diretor do Fundo, cujos representantes são designados pelo Ministro de Estado da Fazenda. De igual modo, o art. 10 do mesmo diploma normativo estabelecia que ao Banco do Brasil, como administrador do Programa, além de manter as

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	contas individualizadas dos participantes do Pasep, cabe creditar, nas referidas contas, a atualização monetária, os juros e o resultado das operações financeiras realizadas, processar as solicitações de saque e de retirada e efetuar os correspondentes pagamentos, conforme autorizado pelo Conselho Diretor do Fundo PIS-Pasep. 4. Destaque-se que, desde a promulgação da Constituição Federal de 1988, a União deixou de depositar valores nas contas do Pasep do trabalhador, limitando-se sua responsabilidade ao recolhimento mensal ao Banco do Brasil S.A., nos termos do art. 2º da LC 8/1970. Por força do art. 5º da referida Lei Complementar, a administração do Programa compete ao Banco do Brasil S.A., bem como a respectiva manutenção das contas individualizadas para cada trabalhador, de modo que a responsabilidade por eventuais saques indevidos ou má gestão dos valores depositados na conta do Pasep é atribuída à instituição gestora em apreço. <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 5. O STJ possui o entendimento de que, em ações judiciais nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao Pasep, a União deve figurar no polo passivo da demanda. 6. No entanto, no caso dos autos a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão do banco, em razão de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do Pasep. Conclui-se que a legitimidade passiva é do Banco do Brasil S.A. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Nesse sentido: <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no REsp 1.898.214/SE, Rel. Ministro Francisco Falcão, Segunda Turma, <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 29.4.2021; <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no REsp 1.867.341/DF, Rel. Ministra Assusete Magalhães, Segunda Turma, <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 7.10.2021; REsp 1.895.114/DF, Rel. Ministro Herman Benjamin, Segunda Turma, <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 14.4.2021; <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no REsp 1.954.954/CE, Rel. Ministra Regina Helena Costa, Primeira Turma, <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 25.3.2022; e <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no REsp 1.922.275/CE, Rel. Ministro Gurgel de Faria, Primeira Turma, <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 29.6.2021. (...) (REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 21/9/2023 <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">.) <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">- G.N ”. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Portanto, a Corte Superior concluiu que o Banco do Brasil não tem controle sobre os depósitos, mas atua como administrador das contas individuais do PASEP, sendo responsável tanto pela aplicação dos índices de atualização monetária como pelos saques e retiradas, de modo que deve ser reconhecida sua legitimidade passiva para responder aos termos da presente demanda. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Observem-se, ainda, os seguintes precedentes sobre tal capítulo: <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">“ APELAÇÃO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">CÍVEL AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">MORAIS RETORNO DOS AUTOS DA <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">VICE PRESIDÊNCIA PARA

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	REEXAME DA <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">MATÉRIA ADEQUAÇÃO AO TEMA 1150 DO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">STJ PASEP - SAQUES INCORRETOS - <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> LEGITIMIDADE DO BANCO DO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">BRASIL <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">JUÍZO DE RETRATAÇÃO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">EXERCIDO SENTENÇA <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">REFORMADA RECURSO CONHECIDO E PROVIDO. <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - O Superior Tribunal de Justiça fixou tese jurídica, firmada em Recurso Repetitivo, cujo tema atua sob o n. 1150, de que "o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa". <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt;

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	font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">II - Adequando o caso concreto ao que restou decidido pelo STJ no Tema 1150, a retratação do entendimento anteriormente exarado é medida que se impõe, isso porque o acórdão proferido não conheceu da legitimidade passiva do Banco do Brasil e, consequentemente, da competência da Justiça Estadual para processar e julgar as reclamações condizentes às pecúnias depositadas no PASEP, o que determina a reforma da sentença e a procedência do recurso interposto. III - Recurso conhecido e provido, conforme determinação do Superior Tribunal de Justiça. IV - Juízo de retratação exercido. (TJ-MS - Apelação Cível: 0804336-53.2019.8.12.0029 Naviraí, Relator: Des. Geraldo de Almeida Santiago, Data de Julgamento: 10/04/2024, 5ª Câmara Cível, Data de Publicação: 11/04/2024) <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">EMENTA: CIVIL - APELAÇÃO CÍVEL - AÇÃO DE INDENIZAÇÃO - <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PASEP <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">- GRATUIDADE DE JUSTIÇA - DEFERIMENTO - DANOS MATERIAIS E MORAIS - <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> BANCO DO BRASIL - LEGITIMIDADE PASSIVA - COMPETÊNCIA - JUSTIÇA COMUM ESTADUAL <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">- SÚMULA N. 42/STJ - SENTENÇA REFORMADA. - Havendo provas de que a parte

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	não pode arcar com as custas judiciais sem prejuízo de sustento próprio, defere-se assistência judiciária - <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Em se tratando de ação de indenização por danos materiais e morais versando sobre conta do PASEP - Programa de Formação do Patrimônio do Servidor Público, administrada pelo Banco do Brasil, persiste a legitimidade do banco para figurar no polo passivo da demanda, conforme entendimento firmado pelo STJ no julgamento do Tema 1150 - Sendo do Banco do Brasil S.A. a legitimidade passiva para responder pela ação de indenização ajuizada, resta definida a competência da Justiça Comum estadual, em atenção à Súmula n. 42/STJ. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Precedentes do STJ. (TJ-MG - Apelação Cível: 5008482-64.2020.8.13.0145, Relator: Des.(a) Marcelo Paulo Salgado (JD Convocado), Data de Julgamento: 29/01/2024, 12ª CÂMARA CÍVEL, Data de Publicação: 30/01/ <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">2024) <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">- G.N <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> RECURSO DE <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312

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	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">APELAÇÃO DEMANDA DENOMINADA DE “AÇÃO DE COBRANÇA DOS VAL ORES DEPOSITADOS DO PASEP C/C INDENIZAÇÃO POR DANOS <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">MORAIS” PEDIDOS JULGADOS <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">IMPROCEDENTES RECURSO DO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AUTOR <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">PRELIMINAR <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">CONTRARRECURSAL ILEGITIMIDADE <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">PASSIVA REJEITADA TESE FIRMADA PELO STJ NO TEMA <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">1150 <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">MÉRITO REVELIA DO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-

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	image: url("data; border-bottom: 1px solid transparent;">REQUERIDO EFEITOS <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">RELATIVOS ALEGADA <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">SUBTRAÇÃO DE VALORES DA CONTA VINCULADA AO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">PASEP LAUDO <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">PERICIAL <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">UNILATERAL INEXISTÊNCIA <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">DE PROVAS DO <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ALEGADO RECURSO <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">DESPROVIDO. <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">1 - No julgamento do Tema 1150, o STJ firmou a tese de que “o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa”. Logo, rejeitada a preliminar de ilegitimidade passiva suscitada pelo Banco Recorrido nas Contrarrazões. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">2- O STJ firmou entendimento no sentido de que "a decretação da revelia do réu não resulta, necessariamente, em procedência do pedido deduzido pelo autor, sobretudo quando ausente a prova dos fatos constitutivos alegados na petição inicial." <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">(REsp <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">1.732.807/RJ, Rel. Ministra Nancy Andrighi, Terceira Turma, julgado em 14/8/2018, <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">17/8/2018). 3- No caso, inobstante a alegação do Apelante de que fez provas suficientes de que o Banco do Brasil

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	S.A. expropriou os valores depositados na conta PASEP, não é o que ressai dos autos. O laudo técnico elaborado unilateralmente pelo Autor/Apelante não pode ser <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">tomada como prova suficientemente capaz de comprovar suas alegações, em especial quando o profissional que o subscreveu excedeu em muito o exame técnico e emitiu opiniões fáticas e jurídicas. (TJ-MT - AC: 10057998020218110004, Relator: CLARICE CLAUDINO DA SILVA, Data de Julgamento: 11/10/2023, Segunda Câmara de Direito Privado, Data de Publicação: 17/10/2023) - <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">G.N ”. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">À vista disso, e em atenção ao enunciado da Súmula 42 do STJ, não há dúvidas de que a competência para conhecer e julgar a presente demanda é da Justiça Comum. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> III- DO MÉRITO <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 2ª Vara da Comarca de Mombaça /CE, que, nos autos da <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação de Reparação de Danos Materiais e Morais <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">alvitrada por <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Maria Araújo Campos <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-

Processo	3000588-84.2024.8.06.0126
	variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">em face de <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Banco do Brasil S/A <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, julgou liminarmente improcedente o pleito autoral. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">De plano, ressalta-se que <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a questão acerca da má administração dos recursos das contas vinculadas do PASEP foi objeto de apreciação pelo Superior Tribunal de Justiça quando afetou ao rito dos recursos repetitivos o tema nº 1.150 <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, restando fixados os seguintes pontos: <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> “ a <span class="NormalTextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	3000588-84.2024.8.06.0126
	transparent; margin: 0px; padding: 0px; user-select: text;">) O Banco do Brasil possui, ou não, legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">b) A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32; <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">c) O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP.”. <span class="EOP SCXW143163312 BCX0" style="-

Processo	3000588-84.2024.8.06.0126
	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">No julgamento do tema repetitivo em destaque, o Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional para reconhecer as teses abaixo destacadas: <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> “ i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt;

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	line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.”.

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	<span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A causa de pedir exposta na petição inicial aduz que houve má gestão e supressão dos valores constantes da conta vinculada da autora sob responsabilidade do Banco do Brasil S/A, sendo devida reparação moral e material dos desfalques havidos. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da lide reside, entretanto, na aferição da responsabilidade do Banco do Brasil quanto à alegação levantada pela parte autora de que houve desfalques em sua conta vinculada ao programa PASEP sem que tenha havido comprovação da destinação desses valores por parte do Banco gestor. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR"

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	xml:lang="PT-BR"> Para tal desiderato, acostou aos autos os extratos e microfilmagens de sua conta, relativos ao período anterior ao levantamento do valor aos <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">IDs 19081928 e 19081929, tendo o saque do valor residual sido realizado em 20/08/2010 , conforme mencionado na sentença hostilizada (ID 19081937). <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ora, o precedente vinculante já comentado nestes autos já firmou <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> o entendimento de que o termo inicial da prescrição decenal da pretensão do autor verificar acerca da má administração do Banco do Brasil na sua conta vinculada ao PASEP inicia no <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> “dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.” <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap:

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	break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Assim, o entendimento mais escorreito e o que é adotado por esta Corte de Justiça é que o termo inicial da contagem do prazo prescricional da pretensão da autora se dá quando do recebimento do extrato ou das microfilmagens da sua conta. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> No caso dos autos, o recebimento do extrato se deu em 0 9/01 /2024, tendo a ação sido intentada em 21/ 1 1/202 4 . <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido: <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“DIREITO CIVIL. <span

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	class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS. CONTA PASEP. TERMO INICIAL DO PRAZO PRESCRICIONAL. PRINCÍPIO DA ACTIO NATA. TEMA 1150/STJ. PRESCRIÇÃO AFASTADA. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">RECURSO PREJUDICADO. SENTENÇA ANULADA DE OFÍCIO. RETORNO DOS AUTOS À ORIGEM PARA DEVIDO PROCESSAMENTO E JULGAMENTO. 1. Caso em exame: Trata-se Apelação Cível interposta por Francisca Helena Alves da Silva, objurgando sentença de fls. 77/80, proferida pelo MM. Juiz de Direito da Vara Única da Comarca de Nova Olinda, nos autos da Ação Revisional do Pasep, movida pela ora recorrente em desfavor do Banco do Brasil S/A, que extinguiu o processo com resolução de mérito, ante o reconhecimento da prescrição da pretensão autoral. 2. Questão em discussão: Cinge-se a controvérsia recursal em aferir se a pretensão deduzida na exordial encontra-se atingida pela prescrição. 3. Razões de decidir: <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> O STJ, ao julgar o Tema 1150, firmou entendimento de que, em ações que tratem de irregularidades em depósitos bancários efetivados em conta PASEP, o prazo prescricional de 10 anos (art. 205, CC/02) tem como termo inicial o momento em que o titular da conta toma ciência inequívoca da lesão, conforme o princípio da <span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">actio nata. Precedentes. 4. Na hipótese, a ciência dos desfalques ocorreu em dezembro de 2023, com o acesso aos extratos/microfilmes fornecidos pela instituição financeira, o que afasta a prescrição reconhecida na sentença recorrida. 5. A sentença merece, portanto, ser anulada, por não ter transcorrido o prazo decenal, remetendo-se o feito à instância de origem para o processamento da ação. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por fim, é necessário ressaltar que, embora cassada a decisão, a causa não se encontra madura para julgamento, em virtude da necessidade de instrução probatória. 6. Dispositivo e Tese: Recurso prejudicado. Sentença anulada de ofício. ACÓRDÃO Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em anular de ofício a sentença, julgando prejudicado o recurso de apelação, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora <span class="LineBreakBlob BlobObject DragDrop SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop

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	SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0200586-66.2024.8.06.0132, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 21/03/2025, data da publicação: 21/03/2025) <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">DIREITO CIVIL. APELAÇÃO CÍVEL. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE EXIGIR CONTAS. PASEP. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PRESCRIÇÃO DECENAL. TEORIA DA ACTIO NATA. TERMO INICIAL DO PRAZO PRESCRICIONAL. CIÊNCIA EFETIVA DOS DESFALQUES NA CONTA INDIVIDUALIZADA. SENTENÇA ANULADA <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style:

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	italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> . I. Caso em exame Apelação cível interposta contra sentença que julgou improcedente pedido de prestação de contas em razão do reconhecimento da prescrição da pretensão autoral. A autora sustenta que o Banco do Brasil geriu de forma inadequada sua conta vinculada ao PASEP, causando prejuízos patrimoniais. II. Questão em <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">discussão Há duas questões em discussão: (i) a legitimidade passiva do Banco do Brasil para responder pela gestão dos valores do PASEP; e (<span class="NormalTextRun SpellingErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) o termo inicial da prescrição para eventual pretensão indenizatória. III. Razões de decidir <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> O Superior Tribunal de Justiça, no Tema Repetitivo 1.150, consolidou o entendimento de que o Banco do Brasil possui legitimidade passiva para figurar em demandas relativas à gestão da conta PASEP. Quanto à prescrição, o STJ definiu que o prazo aplicável é o decenal (art. 205 do CC), tendo como termo inicial a data em que o titular, comprovadamente, tomou ciência dos desfalques na conta individual vinculada ao PASEP. No caso, a sentença considerou como termo inicial a data do saque da conta PASEP (1995), em desacordo com a jurisprudência vinculante. A documentação juntada aos autos indica que a ciência dos alegados prejuízos ocorreu apenas em 2021, afastando a prescrição <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> . IV. Dispositivo e tese Apelação cível conhecida e provida. Sentença anulada para determinar o retorno dos autos à origem e regular instrução do feito. Tese de julgamento: ¿O Banco do Brasil possui legitimidade passiva para responder pela gestão da conta PASEP. O prazo prescricional para a pretensão indenizatória é decenal e tem início na data em que o titular da conta toma ciência dos desfalques ou <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">irregularidades.¿ Dispositivos relevantes citados: CC/2002, art. 205; CPC/2015, art. 1.013, § 3º. Jurisprudência relevante citada: STJ, Tema Repetitivo 1.150, REsp 1.895.936/TO, Rel. Min. Herman Benjamin, Primeira Seção, j. 13.09.2023. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span class="LineBreakBlob BlobObject DragDrop SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <span class="SCXW143163312 BCX0" style="-

Processo	3000588-84.2024.8.06.0126
	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;"> <br class="SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0051539-12.2021.8.06.0071, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 12/02/2025, data da publicação: 12/02/2025)". <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por conseguinte, entendo que a prescrição do feito não restou configurada, razão pela qual a sentença hostilizada merece reparo. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

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	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Isto posto, em harmonia com a legislação e jurisprudência pátria, <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso Apelatório para <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR-LHE PROVIMENTO <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a fim de anular a sentença e determinar o retorno do processo à Vara de origem, para o devido processamento e posterior julgamento. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	3000588-84.2024.8.06.0126
	padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI

Processo	3000588-84.2024.8.06.0126
	Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143163312 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;">

Processo	3000167-50.2025.8.06.0000
Número de ordem	21
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Fornecimento de insumos
Polo ativo	L. G. V.
Advogado(s) - Polo ativo	LIVIA GABRIELA EUZEBIO FREIRE - (CE36421-A) FRANCISCA MONYKERCIA FERNANDES TAVARES NASCIMENTO - (CE49885-A)
Polo passivo	UNIMED DE FORTALEZA COOPERATIVA DE TRABALHO MEDICO LTDA
Advogado(s) - Polo passivo	DAVID SOMBRA PEIXOTO - (CE16477-A)
Terceiros	CLIVIA GOMES MENDES VIANA MINISTERIO PUBLICO DO ESTADO DO CEARA

Processo	3000167-50.2025.8.06.0000
Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center"> src="

Processo	3000167-50.2025.8.06.0000
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	pleiteia o deferimento integral do tratamento conforme indicado em laudo médico, com concessão de efeito suspensivo. II. QUESTÃO EM DISCUSSÃO 2. Há duas questões em discussão: (i) definir se é obrigação da operadora de plano de saúde custear, no âmbito do tratamento home care, a presença de técnico de enfermagem 24 horas por dia e atendimento semanal por enfermeiro; e (ii) estabelecer se é devida a cobertura contratual para fornecimento de medicamentos e insumos de uso domiciliar não vinculados diretamente à internação. III. RAZÕES DE DECIDIR 3. A operadora de plano de saúde deve garantir os serviços e insumos diretamente relacionados à internação domiciliar (home care) quando prescritos por médico responsável, em observância ao direito fundamental à saúde e à dignidade da pessoa humana (CF, art. 196). 4. A negativa de cobertura de serviços essenciais para a efetivação do tratamento domiciliar configura cláusula abusiva nos termos do art. 51, IV, do CDC, pois impõe desvantagem exagerada ao consumidor em situação de vulnerabilidade. 5. A jurisprudência do STJ reconhece que o serviço de home care configura desdobramento contratual da internação hospitalar, sendo devida a cobertura de serviços de enfermagem necessários à execução do tratamento domiciliar, nos moldes prescritos (STJ, AgInt no AREsp 1071680/MG). 6. Quanto ao atendimento por cirurgião pediátrico, observa-se que a decisão de origem já contemplou de forma ampla o pleito relativo à equipe médica necessária para o tratamento em regime de Home Care, utilizando expressão genérica que abrange todos os profissionais indispensáveis ao adequado acompanhamento do paciente, o que inclui o cirurgião pediátrico. Caso persista dúvida sobre a inclusão específica do cirurgião pediátrico neste âmbito, ou eventual omissão a respeito, a via processual adequada para seu esclarecimento são os embargos de declaração, nos termos do art. 1.022 do CPC. 7. A exclusão de cobertura de medicamentos e insumos de uso domiciliar encontra respaldo legal na Lei nº 9.656/98, art. 10, VI, e na RN nº 465/2021 da ANS, salvo nas hipóteses específicas ali previstas, como nos tratamentos antineoplásicos. 8. Os medicamentos e insumos solicitados pelo agravante não possuem, no momento, comprovação técnica suficiente de que são indispensáveis à implementação do home care já deferido, tratando-se de itens de uso contínuo para manutenção da condição clínica, não caracterizando obrigação contratual da operadora. IV. DISPOSITIVO E TESE 9. Agravo de Instrumento parcialmente provido e Agravo Interno Prejudicado Tese de julgamento : (I) A operadora de plano de saúde tem o dever de custear, no regime de home care, os serviços de técnico de enfermagem 24 horas e atendimento semanal por enfermeiro, quando devidamente prescritos por médico assistente. (II) Não é obrigatória a cobertura, pelo plano de saúde, de medicamentos e insumos de uso domiciliar que não estejam vinculados diretamente à internação ou ao regime de home care, salvo exceções legais expressas. <span style="font-size: 14.0pt; font-family:

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	"Arial",sans-serif; mso-bidi-language: AR-SA;"> Dispositivos relevantes citados : CF/1988, art. 196; CDC, arts. 6º, I, e 51, IV; Lei nº 9.656/1998, arts. 10, VI, e 12; RN-ANS nº 465/2021, arts. 17 e 18. Jurisprudência relevante citada : STJ, AgInt no AREsp 1071680/MG, Rel. Min. Marco Aurélio Bellizze, 3ª Turma, j. 20.06.2017, DJe 26.06.2017; STJ, AgInt no REsp 2.124.344/MT, Rel. Min. Marco Aurélio Bellizze, 3ª Turma, j. 11.11.2024, DJe 13.11.2024; STJ, AgInt no REsp 1.873.491/RJ, Rel. Min. Ricardo Villas Bôas Cueva, 3ª Turma, j. 08.04.2024, DJe 11.04.2024. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer o agravo de Instrumento para dar-lhe parcial provimento e, em consequência, declarar prejudicado o julgamento do agravo interno, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <br style="mso-special-character: line-break; page-break-before: always;" /> RELATÓRIO <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-

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	fareast-font-family: Arial;">Trata-se de Agravo de Instrumento, com pedido de efeito suspensivo, interposto por L. G. V. contra decisão interlocutória proferida pelo douto Juízo da 21ª Vara Cível da Comarca de Fortaleza/CE, nos autos da Ação de Obrigação de Fazer nº 3036810-38.2024.8.06.0001, ajuizada pelo agravante, representado por sua genitora, a Sra. C. G. M. V., em desfavor de Unimed Fortaleza - Sociedade Cooperativa Médica Ltda., ora agravada, em à qual o MM. Juiz assim decidiu: “ Ante as considerações acima expostas, porque presentes os requisitos da verossimilhança das alegações e o fundado receio de dano irreparável, DEFIRO, em parte, o pedido de tutela antecipada, para determinar que a parte ré autorize e custeie, no prazo de 24 (vinte e quatro) horas, o atendimento domiciliar (home care) ao promovente, nele incluídos: acompanhamento médico, fisioterapia, fonoterapia, terapia ocupacional, psicopedagogia e Nutricionista, assim como a alimentação especial e nutrição enteral e “01 (um) reanimador manual (ambu), tamanho médio; 01 (um) Cilindro de oxigênio de 3,5 a 7 mm³; 01 (um) nebulizador; 01 (um) aspirador de secreção; 01 (um) ventilador pressórico tipo A40; 01 (um) oxímetro de pulso pediátrico (sensor modelo em Y);01 (um) filtro bacteriológico; 01 (um) ramo de circuito (traquéia); 02 (dois) filtros bacteriológicos/mês; 01 (um) ramo de circuito (traquéia); 01 (uma) máscara nasal para VN1; 01 (um) circuito para A40 (troca mensal); 01 (uma) jarra para base umidificadora (troca mensal); 01 (uma) base umidificadora; […] Sonda de aspiração traqueal n°06 (40 sondas/mês); Sonda de aspiração traqueal n° 08 (60 sondas/mês); Sonda Foley n°14 (SILICONE) (01 sonda para reserva); Sonda retal n° 20 (01 sonda para reserva); Sonda de gastrostomia - tipo Tube (04 sondas de gastrostomia r°14 por ano para troca a cada três meses)”, tudo conforme prescrição médica, sob pena de multa diária no valor de R$ 1.000,00 (hum mil reais), limitada a R$ 100.000,00 (cem mil reais), para o caso de descumprimento.” A agravante, em suas razões recursais, busca a modificação da decisão recorrida, a fim de que seja determinado o fornecimento de técnico de enfermagem por 24 horas, cirurgião pediátrico para troca da sonda de gastrotomia a cada 3 (três) meses, enfermeiro uma vez por semana, e os seguintes medicamentos e insumos: Zirvit kids (01 unidade/mês); Peglax 17g (01 unidade/mês); Dipirona 500mg/ml (01 unidade/mês); Buscopan simples 10mg/ml (01 unidade/mês); Lavagem nasal com SF 0,9% (01 unidade/mês); Lácrima colírio (01 unidade/mês); Bromoprida 4mg/ml (01 unidade/mês); Salbutamol 100mcg (01 unidade/mês); Nistatina + óxido de zinco (01 unidade/mês); Dimeticona 75mg/ml (01 unidade/mês); Avamys 27,5 mcg (01 unidade/mês) Aerosol com 3ml SF 0,9% (01 unidade/mês); Atrovent (Ipatrópio) (01 unidade/mês); Mupirocina pomada (01 unidade/mês); Pulmicort (Budesonida) (0,25mg/ml) - ½ flaconete + 3ml SF 0,9% de 12/12h ou Clenil A 400mcg /ml (Beclometasona) ½ fla conete + 3ml SF 0,9% (01 unidade/mês); Esomeprazol 20mg (01 unidade/mês); 17. Loratadina 1mg/ml (01 unidade/mês); Minilax (01 ampola/mês); Vitamina D (200ui/gota) (01 unidade/mês); Domperidona 1mg/ml (01 unidade/mês); Hixizine (2mg/ml) (01 unidade/mês); NBZ: Atrovent + 3 ml SF 0,9% (01 unidade/mês); Allegra (Fexofenadina) (01 unidade/mês); Soro fisiológico 250 ml (12 frascos/mês); Água destilada 500 ml (16 frascos/mês); Luva de procedimento (2 caixas, com 50 pares em cada, por mês); Gaze estéril (16 pacotes, com cinco gazes em cada, por mês); Micropore (01 rolo pequeno, por mês); Seringa 05 ml (20 seringas/mês); Seringa 10ml (20 seringas/mês); Seringa 20ml (20 seringas/mês); Máscaras descartáveis (20 máscaras/mês); Alega, ainda, que a operadora de plano ou seguro de saúde possui o dever de garantir o tratamento integral do quadro clínico da recorrente, conforme indicado em laudo médico fundamentado. Requer, portanto, a concessão de efeito suspensivo ao recurso, a fim de que seja imediatamente deferido os pedidos anteriormente enumerados. Efeito suspensivo parcialmente deferido, nos termos da decisão interlocutória de ID 17517310. Nas contrarrazões (ID

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	18107195), a Unimed de Fortaleza alega que sua negativa se pauta nos termos da legislação pertinente, bem como do contrato firmado entre as partes. Argumenta que a legislação e as resoluções da ANS não obrigam a cobertura de todos os insumos domiciliares e medicamentos para uso fora do ambiente hospitalar, exceto em casos específicos como tratamentos oncológicos. O Ministério Público, ao analisar o recurso, opinou pelo conhecimento e provimento parcial do Agravo de Instrumento, consoante parecer de ID 19352221. É o breve relatório. Decido. VOTO Presentes os pressupostos de admissibilidade recursal e estando a matéria tratada inserida no rol das hipóteses previstas no art. 1.015 do CPC, conheço do presente recurso de Agravo de Instrumento e passo a apreciar o pedido de efeito suspensivo formulado pelo recorrente. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; break-after: avoid; background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;"> O cerne da questão levantada no presente recurso consiste na análise de decisão interlocutória que deferiu em parte a tutela de urgência de natureza antecipada pleiteada pela parte autora, ora agravada, determinando a concessão do tratamento domiciliar. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;">O presente recurso tem como objeto a análise da decisão interlocutória que concedeu parcialmente a tutela de urgência de natureza antecipada requerida pela parte autora (agravada), especificamente no que tange à autorização do tratamento domiciliar, contudo indeferiu o pleito em relação à técnico de enfermagem por 24 horas, cirurgião pediátrico para troca da sonda de gastrotomia a cada 3 (três) meses, enfermeiro uma vez por semana, bem como medicamentos e insumos. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Dos autos consta que o paciente, criança diagnosticada com Atrofia Muscular Espinhal (AME) tipo 1, apresenta condição clínica que demanda, conforme atestado médico, atendimento domiciliar na modalidade Home Care com acompanhamento multidisciplinar. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> A prestação de serviços de saúde deve observar rigorosamente os princípios constitucionais da dignidade da pessoa humana e da proteção à vida, garantindo-se ao paciente todos os cuidados necessários ao seu tratamento. Embora o artigo 47 do Código de Defesa do Consumidor estabeleça que as cláusulas contratuais devem ser interpretadas de forma mais favorável ao consumidor, essa diretriz não exclui a aplicação da legislação específica sobre planos de saúde (Lei nº 9.656/98). <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> No âmbito da saúde suplementar, o usuário deve ser tratado como consumidor, cabendo ao Poder Judiciário coibir abusos e assegurar o equilíbrio contratual, nos termos do artigo 51, IV, do CDC, que declara nulas cláusulas que imponham obrigações excessivamente desproporcionais ou incompatíveis com a boa-fé e a equidade. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-

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	pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Nesse sentido, ressalto o art. 51, IV, do CDC: Art. 51. São nulas de pleno direito, entre outras, as cláusulas contratuais relativas ao fornecimento de produtos e serviços que: (...) IV - estabeleçam obrigações consideradas iníquas, abusivas, que coloquem o consumidor em desvantagem exagerada, ou sejam incompatíveis com a boa-fé ou a equidade; <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Assim, ainda que o contrato estabeleça determinadas limitações, o Judiciário pode intervir para garantir que o paciente receba o tratamento adequado, especialmente em casos de doenças graves que demandam cuidados específicos, como é o caso da AME tipo 1. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O direito à saúde, elevado à categoria dos direitos fundamentais, por estar interligado ao direito à vida e à existência digna, representa um dos fundamentos da República Federativa do Brasil, sendo considerado pela doutrina e legislação pátria uma obrigação do Estado, dos planos de saúde e uma garantia de todo cidadão. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ademais, válido destacar o teor do artigo 196 da Constituição Federal, que estabelece o direito fundamental à saúde como direito de todos e dever do Estado, " garantido mediante políticas sociais e econômicas que visem à redução do risco de doença e de outros agravos e ao acesso universal e igualitário às ações e serviços para sua promoção, proteção e recuperação". <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Em razão disso, tal direito se reveste na garantia de um tratamento que melhor satisfaça às necessidades do indivíduo, com observância de todos os meios necessários à minimização do seu sofrimento e ao respeito à sua dignidade. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Outrossim, não compete à operadora de saúde eximir-se de promover os insumos, medicamentos, serviços, e assistência médica necessárias à manutenção da saúde do paciente, independente do caráter internatório, se no hospital ou domiciliar, posto que " o serviço de Home Care (tratamento domiciliar) constitui desdobramento hospitalar contratualmente previsto, que não pode ser limitado pela operadora do plano de saúde. Na dúvida, a interpretação das cláusulas dos contratos de adesão deve ser feita da forma mais favorável ao consumidor" (STJ, AgInt no AREsp 1071680/MG, Rel. Ministro MARCO AURÉLIO BELLIZZE, TERCEIRA TURMA, julgado em 20/06/2017, DJe 26/06/2017). <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <span style="font-size: 14.0pt; line-height: 150%; font-family:

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	"Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">Nesta senda, o plano de saúde não pode se recusar a custear tratamento prescrito pelo médico, pois cabe a este definir qual é o melhor tratamento para o segurado. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">A extensão do tratamento hospitalar em home care refere-se à continuidade dos cuidados médicos e de enfermagem que um paciente recebe em casa após uma internação hospitalar. Essa abordagem pode ser benéfica para a recuperação do paciente, permitindo um ambiente mais confortável e familiar, além de proporcionar um monitoramento mais personalizado, conforme prescrito pelo médico. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">A necessidade de acompanhamento permanente por técnico de enfermagem 24 horas e de supervisão semanal por enfermeiro qualificado configura requisito essencial para a preservação da saúde e integridade do paciente, impondo-se à operadora de saúde o dever incontornável de garantir a prestação integral do serviço de home care nos moldes prescritos pela equipe médica assistente. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">Caso a decisão judicial, ao assegurar o direito ao tratamento domiciliar, tenha eventualmente omitido referência expressa à atuação de cirurgião pediátrico, profissional igualmente indispensável ao adequado acompanhamento do caso, mostra-se cabível a utilização dos Embargos de Declaração como meio processual idôneo para suprir tal lacuna, corrigir eventuais obscuridades ou precisar o alcance da determinação judicial, sem prejuízo da imediata implementação dos cuidados já expressamente deferidos. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;"> <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">Ademais, em relação aos medicamentos solicitados, nos termos do artigo 10, inciso VI, da Lei nº 9.656/98, os planos de saúde não são obrigados a fornecer medicamentos para uso domiciliar, salvo em situações específicas como internação (incluindo home care) e tratamento contra o câncer. Vejamos: <span style="font-size: 14.0pt; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">“Art. 10. É instituído o plano-referência de assistência à saúde, com cobertura assistencial médico-ambulatorial e hospitalar, compreendendo partos e tratamentos, realizados exclusivamente no Brasil, com padrão de enfermaria, centro de terapia intensiva, ou similar, quando necessária a internação hospitalar, das doenças listadas na Classificação Estatística Internacional de Doenças e Problemas Relacionados com a Saúde, da Organização Mundial de Saúde, respeitadas as exigências mínimas estabelecidas no art. 12desta Lei, exceto: (Redação dada pela Medida Provisória nº 2.177-44,de 2001)7 <span style="font-size: 14.0pt; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">(...) <span style="font-size: 14.0pt; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">VI - Fornecimento de medicamentos para tratamento domiciliar, ressalvado o disposto nas alíneas ‘c’ do inciso I e ‘g’ do inciso II do art. 12; <span style="font-size: 14.0pt; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-SA;">(Redação dada pela Lei nº 12.880, de 2013) <span style="font-size: 14.0pt; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-language: AR-

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	SA;">(...) §1o As exceções constantes dos incisos deste artigo serão objeto de regulamentação pela ANS (Redação dada pela Medida Provisória nº2.177-44, de 2001) (...) Art.12. São facultadas a oferta, a contratação e a vigência dos produtos de que tratam o inciso I e o § 1o do art. 1o desta Lei, nas segmentações previstas nos incisos I a IV deste artigo, respeitadas as respectivas amplitudes de cobertura definidas no plano-referência deque trata o art. 10, segundo as seguintes exigências mínimas:(Redação dada pela Medida Provisória nº 2.177-44, de 2001) (...) c) cobertura de tratamentos antineoplásicos domiciliares de uso oral, incluindo medicamentos para o controle de efeitos adversos relacionados ao tratamento e adjuvantes; (Incluído pela Lei nº12.880, de 2013) II - Quando incluir internação hospitalar : (...); g) cobertura para tratamentos antineoplásicos ambulatoriais e domiciliares de uso oral, procedimentos radioterápicos para tratamento de câncer e hemoterapia, na qualidade de procedimentos cuja necessidade esteja relacionada à continuidade da assistência prestada em âmbito de internação hospitalar; (...)” <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> No mesmo velejar, o art. 17 da Resolução Normativa nº 465/2021 da ANS estabelece a cobertura mínima obrigatória que os planos de saúde privados devem garantir, veja-se: Art. 17. A cobertura assistencial de que trata o

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	plano-referência compreende todos os procedimentos clínicos, cirúrgicos, obstétricos e os atendimentos de urgência e emergência previstos nesta Resolução Normativa e seus Anexos, na forma estabelecida no art. 10 da Lei nº 9.656, de 1998. Parágrafo único. São permitidas as seguintes exclusões assistenciais: I - tratamento clínico ou cirúrgico experimental, isto é, aquele que: a) emprega medicamentos, produtos para a saúde ou técnicas não registrados/não regularizados no país; b) é considerado experimental pelo Conselho Federal de Medicina – CFM, pelo Conselho Federal de Odontologia – CFO ou pelo conselho federal do profissional de saúde responsável pela realização do procedimento; ou c) faz uso off-label de medicamentos, produtos para a saúde ou tecnologia em saúde, ressalvado o disposto no art. 24; II - procedimentos clínicos ou cirúrgicos para fins estéticos, bem como órteses e próteses para o mesmo fim, ou seja, aqueles que não visam restauração parcial ou total da função de órgão ou parte do corpo humano lesionada, seja por enfermidade, traumatismo ou anomalia congênita; III - inseminação artificial; IV - tratamento de rejuvenescimento ou de emagrecimento com finalidade estética, assim como em spas, clínicas de repouso e estâncias hidrominerais; V - fornecimento de medicamentos e produtos para a saúde importados não nacionalizados, isto é, aqueles produzidos fora do território nacional e sem registro vigente na ANVISA; VI - fornecimento de medicamentos para tratamento domiciliar, isto é, aqueles prescritos pelo médico assistente para administração em ambiente externo ao de unidade de saúde, com exceção dos medicamentos previstos nos incisos IX e X do art. 18, e ressalvado o disposto no art. 13; VII - fornecimento de próteses, órteses e seus acessórios não ligados ao ato cirúrgico; VIII - tratamentos ilícitos ou antiéticos, assim definidos sob o

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	aspecto médico, ou não reconhecidos pelas autoridades competentes; IX - casos de cataclismos, guerras e comoções internas, quando declarados pela autoridade competente; e X - estabelecimentos para acolhimento de idosos e internações que não necessitem de cuidados médicos em ambiente hospitalar. Art. 18. O Plano Ambulatorial compreende os atendimentos realizados em consultório ou em ambulatório, definidos e listados no Rol de Procedimentos e Eventos em Saúde, e os atendimentos caracterizados como de urgência e emergência, conforme definições constantes na Lei n.º 9.656 de 1998 e regulamentação infralegal específica vigente, não incluindo internação hospitalar ou procedimentos para fins de diagnóstico ou terapia que, embora prescindam de internação, demandem o apoio de estrutura hospitalar por período superior a doze horas, ou serviços como unidade de terapia intensiva e unidades similares, e devendo garantir cobertura para: (...) IX - quimioterapia oncológica ambulatorial, entendida como aquela baseada na administração de medicamentos para tratamento do câncer, incluindo medicamentos para o controle de efeitos adversos relacionados ao tratamento e adjuvantes (medicamentos empregados de forma associada aos medicamentos para o tratamento do câncer com a finalidade de intensificar seu desempenho ou de atuar de forma sinérgica ao tratamento) que, independentemente da via de administração e da classe terapêutica, necessitem, conforme prescrição do médico assistente, ser administrados sob intervenção ou supervisão direta de profissionais de saúde dentro de estabelecimento de saúde; X - medicamentos antineoplásicos orais para uso domiciliar, assim como medicamentos para o controle de efeitos adversos e adjuvantes de uso domiciliar relacionados ao tratamento antineoplásico oral e/ou venoso, respeitando o disposto nos Anexos desta Resolução Normativa e, preferencialmente, as seguintes características: <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Conforme a legislação vigente colacionada, a cobertura de medicamentos de uso domiciliar pelos planos de saúde é restrita a casos específicos, como tratamentos oncológicos. Sendo assim, a negativa da operadora em custear o fármaco prescrito nos autos encontra amparo legal. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ademais, especificamente em relação aos insumos requeridos, as duas Turmas que compõem a Segunda Seção do Superior Tribunal de Justiça firmaram orientação no sentido de que não há obrigatoriedade de cobertura de insumos médicos, que não sejam

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	indispensáveis a internação domiciliar. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Nesse velejar, também não vislumbro a indispensabilidade dos insumos requeridos, quais sejam: “ 1. Soro fisiológico 250 ml (12 frascos/mês); 2. Água destilada 500 ml (16 frascos/mês); 3. Luva de procedimento (2 caixas, com 50 pares em cada, por mês); 4. Gaze estéril (16 pacotes, com cinco gazes em cada, por mês); 5. Micropore (01 rolo pequeno, por mês); 6. Seringa 05 ml (20 seringas/mês); 7. Seringa 10ml (20 seringas/mês); 8. Seringa 20ml (20 seringas/mês); 9. Máscaras descartáveis (20 máscaras/mês); 10. Látex (28 unidades/mês). 11. Fralda geriátrica juvenil (150 unidades/mês); 12. Equipo para Alimentação Enteral (31 unidades/mês).” <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Sobre os temas, trago à baila a julgados da Corte da Cidadania: AGRAVO INTERNO NO RECURSO ESPECIAL. PLANO DE SAÚDE. RISCO DE DESEQUILÍBRIO ECONÔMICO-FINANCEIRO. FUNDAMENTO DA DECISÃO AGRAVADA NÃO IMPUGNADO. INCIDÊNCIA DA SÚMULA 182/STJ. INTERNAÇÃO DOMICILIAR. NECESSIDADE. REVISÃO. IMPOSSIBILIDADE. SÚMULA 7/STJ. HOME CARE E INSUMOS NECESSÁRIOS AO TRATAMENTO DE SAÚDE. COBERTURA OBRIGATÓRIA. PRECEDENTES. AGRAVO INTERNO PARCIALMENTE CONHECIDO E, NESSA EXTENSÃO, DESPROVIDO . 1. No tocante à tese de desequilíbrio econômico-financeiro, é certo que não houve o devido combate, no agravo interno, ao fundamento contido na decisão agravada, atraindo a incidência da Súmula 182/STJ. 2. Para concluir que não seria necessária a internação domiciliar do paciente, seria indispensável o reexame de fatos e provas, medida defesa na seara extraordinária, em virtude do disposto na Súmula 7 deste Tribunal. 3. A jurisprudência desta Corte de Uniformização é assente no sentido de que é abusiva a cláusula contratual que veda a internação domiciliar como alternativa à internação hospitalar, devendo ser fornecidos, pela operadora de plano de saúde, os insumos necessários à garantia da efetiva assistência médica ao beneficiário. 4. O posicionamento desta Casa acerca da taxatividade do rol de procedimentos da ANS, pacificado pela Segunda Seção por ocasião do julgamento dos EREsp 1.886.929/SP, não prejudica o entendimento de que é abusiva a cláusula contratual que veda a internação domiciliar, por não configurar procedimento, evento ou medicamento diverso daqueles já previstos pela agência. 5. Agravo interno parcialmente conhecido e, nessa extensão, desprovido.(AgInt no REsp n. 2.124.344/MT, relator Ministro Marco Aurélio Bellizze, Terceira Turma, julgado em 11/11/2024, DJe de 13/11/2024.) DIREITO CIVIL. AGRAVO INTERNO NO RECURSO ESPECIAL. PLANO DE SAÚDE. AUTOGESTÃO. TRATAMENTO DOMICILIAR (HOME CARE). INSUMOS NECESSÁRIOS. CAMA HOSPITALAR. RECUSA INDEVIDA DE COBERTURA (SÚMULA 83/STJ). AGRAVO INTERNO DESPROVIDO. 1. 'A taxatividade do Rol de Procedimento e Eventos em Saúde da ANS, pacificada pela Segunda Seção ao examinar os EREsp n° 1.886.929/SP, não prejudica o entendimento há muito consolidado nesta Corte de que é abusiva a cláusula contratual que veda a internação domiciliar (home care) como alternativa à internação hospitalar, por não configurar procedimento, evento ou medicamento diverso daqueles já previstos pela agência' (AgInt no AREsp 2.021.667/RN, Relatora Ministra MARIA ISABEL GALLOTTI, QUARTA TURMA, julgado em 28/11/2022, DJe de 2/12/2022). 2. 'A cobertura de internação domiciliar, em substituição à internação hospitalar, deve abranger os insumos necessários para garantir a efetiva assistência médica ao beneficiário; ou seja, aqueles insumos a que ele faria jus acaso estivesse internado no hospital, sob pena de desvirtuamento da finalidade do atendimento em domicílio, de comprometimento de seus benefícios, e da sua subutilização enquanto tratamento de saúde substitutivo à permanência em

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	hospital' (REsp 2.017.759/MS, Relatora Ministra NANCY ANDRIGHI, TERCEIRA TURMA, julgado em 14/2/2023, DJe de 16/2/2023). 3. Agravo interno a que se nega provimento. (AgInt no REsp n. 1.994.361/SP, relator Ministro Raul Araújo, Quarta Turma, julgado em 19/6/2023, DJe de 23/6/2023.) RECURSO ESPECIAL. AÇÃO DE OBRIGAÇÃO DE FAZER. PLANO DE SAÚDE. HOME CARE. INTERNAÇÃO DOMICILIAR SUBSTITUTIVA DA INTERNAÇÃO HOSPITALAR. INSUMOS NECESSÁRIOS AO TRATAMENTO DE SAÚDE. COBERTURA OBRIGATÓRIA. CUSTO DO ATENDIMENTO DOMICILIAR LIMITADO AO CUSTO DIÁRIO EM HOSPITAL. 1. Ação de obrigação de fazer ajuizada em 23/01/2020, da qual foi extraído o presente recurso especial, interposto em 25/04/2022 e concluso ao gabinete em 10/08/2022. 2. O propósito recursal é decidir sobre a obrigação de a operadora do plano de saúde custear os insumos necessários ao tratamento médico da usuária, na modalidade de home care (internação domiciliar). 3. Nos termos da jurisprudência desta Corte, é abusiva a cláusula contratual que veda a internação domiciliar (home care) como alternativa à internação hospitalar. Precedentes. 4. A cobertura de internação domiciliar, em substituição à internação hospitalar, deve abranger os insumos necessários para garantir a efetiva assistência médica ao beneficiário; ou seja, aqueles insumos a que ele faria jus acaso estivesse internado no hospital, sob pena de desvirtuamento da finalidade do atendimento em domicílio, de comprometimento de seus benefícios, e da sua subutilização enquanto tratamento de saúde substitutivo à permanência em hospital. 5. O atendimento domiciliar deficiente levará, ao fim e ao cabo, a novas internações hospitalares, as quais obrigarão a operadora, inevitavelmente, ao custeio integral de todos os procedimentos e eventos delas decorrentes. 6. Hipótese em que deve a recorrida custear os insumos indispensáveis ao tratamento de saúde da recorrente - idosa, acometida de tetraplegia, apresentando grave quadro clínico, com dependência de tratamento domiciliar especializado - na modalidade de home care, conforme a prescrição feita pelo médico assistente, limitado o custo do atendimento domiciliar por dia ao custo diário em hospital. 7. Recurso especial conhecido e provido". (REsp n. 2.017.759/MS, relatora Ministra Nancy Andrighi, Terceira Turma, julgado em 14/2/2023, DJe de 16/2/2023.) AGRAVO INTERNO NO RECURSO ESPECIAL. CIVIL. PLANO DE SAÚDE. FÁRMACO À BASE DE CANABIDIOL. MEDICAMENTO. ANVISA. REGISTRO. AUSÊNCIA. IMPORTAÇÃO. AUTORIZAÇÃO EXCEPCIONAL. DISTINGUISHING. DEVER DE COBERTURA. MEDICAMENTO DE USO DOMICILIAR. DESCARACTERIZAÇÃO. PRESCRIÇÃO MÉDICA. SITUAÇÃO. HOME CARE. CONVERSÃO. INTERNAÇÃO HOSPITALAR. CUSTEIO. OBSERVÂNCIA. 1. As operadoras de plano de saúde não estão obrigadas a fornecer medicamento não registrado pela Anvisa (Tema Repetitivo nº 990 do STJ). 2. Em caso de medicamento sem registro cuja importação foi autorizada pela Anvisa, a exemplo de fármaco à base de canabidiol, este Tribunal Superior tem promovido o distinguishing. 3. A autorização da ANVISA para a importação do medicamento para uso próprio do paciente, sob prescrição médica, é medida que, embora não substitua o devido registro, evidencia a segurança sanitária do fármaco, porquanto pressupõe a análise da Agência Reguladora quanto à sua segurança e eficácia, além de excluir a tipicidade das condutas previstas no art. 10, IV, da Lei nº 6.437/1977 e art. 12, c/c art. 66, da Lei nº 6.360/1976. 4. É lícita a exclusão, na Saúde Suplementar, do fornecimento de medicamentos para tratamento domiciliar, isto é, aqueles prescritos pelo médico assistente para administração em ambiente externo ao de unidade de saúde, salvo os antineoplásicos orais (e correlacionados), a medicação assistida (home care) e os incluídos no Rol da ANS para esse fim (arts. 10, VI, da Lei nº 9.656/1998 e 19, § 1º, VI, da RN-ANS nº 338/2013 - atual art. 17, parágrafo único, VI, da RN-ANS nº 465/2021). 5. A medicação intravenosa ou injetável que necessite de supervisão direta de profissional habilitado em saúde não é considerada como tratamento domiciliar (é de uso ambulatorial ou espécie de medicação assistida). 6. Na hipótese, a autora encontrava-se em home care, atenção à saúde concedida em substituição à internação hospitalar, de modo que a medicação prescrita nesse estado de internação, mesmo sendo

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	uma "solução oral", deve ser coberta pelo plano de saúde, não se caracterizando, no caso, o simples "uso domiciliar", mas, ao contrário, é uma substituição do ambiente hospitalar em que o fármaco estaria sendo custeado (medicação assistida). 7. Agravo interno não provido. (AgInt no REsp n. 1.873.491/RJ, relator Ministro Ricardo Villas Bôas Cueva, Terceira Turma, julgado em 8/4/2024, DJe de 11/4/2024.) <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Com isso, destaco que os medicamentos e insumos objeto do presente pleito caracterizam-se por seu uso contínuo e habitual no tratamento da patologia do paciente, não guardando relação específica com o regime de home care ou eventual internação hospitalar. Tratam-se, na realidade, de itens de uso permanente no tratamento da condição clínica de base, cuja necessidade independe da modalidade de assistência médica prestada. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> No estado atual dos autos, não restou devidamente comprovada a indispensabilidade destes medicamentos e insumos para a efetiva implementação do tratamento domiciliar especificamente deferido, a simples alegação de necessidade genérica não se mostra suficiente para justificar sua concessão no presente momento, especialmente quando tais itens já deveriam estar contemplados na cobertura habitual do plano de saúde para tratamento da condição clínica de base do paciente. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> em relação ao atendimento por cirurgião pediátrico e a disponibilização de insumos e medicamentos. Portanto, mantenho inalterada essa parte da decisão. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Desta forma, nego provimento ao pedido no que tange a estes itens específicos, sem prejuízo do direito da parte autora de comprovar, em momento oportuno e por meio de documentação médica detalhada, eventual necessidade especial destes medicamentos e insumos no contexto do tratamento domiciliar. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Mantém-se, contudo, a obrigação da operadora de fornecer todos os demais elementos comprovadamente necessários para a adequada implementação do home care conforme determinado na decisão principal. ISSO POSTO , conheço do recurso para, no mérito, conceder-lhe parcial provimento, determinando à agravada o fornecimento de: (i) técnico de enfermagem em regime de plantão integral (24 horas); e (ii) atendimento semanal por enfermeiro especializado, estritamente nos termos do laudo médico juntado aos autos. Declaro prejudicado o julgamento do agravo interno. É como voto. Fortaleza, data e hora da assinatura digital. <span style="font-size: 14.0pt; font-family:

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	"Arial",sans-serif; mso-bidi-language: AR-SA;"> DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <p style="text-align: justify; padding-left: 90px;"> <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-bidi-font-weight: bold;"> <p style="margin-left: 4cm; margin-top: 0.11cm; margin-bottom: 0.11cm; line-height: 100%; orphans: 2; widows: 2;" align="justify"> <p> <p> <strong>

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Número de ordem	23
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	FRANCISCO VENCERI DE AQUINO
Advogado(s) - Polo ativo	DANIEL FARIAS TAVARES - (CE24902-A) JOAO AFONSO PARENTE NETO - (CE29387-A)
Polo passivo	CLUBE DE BENEFICIOS DO BRASIL BANCO BRADESCO S/A
Advogado(s) - Polo passivo	CLEBER OLIVEIRA DE MEDEIROS - (DF45111-A)
Terceiros	Não informado

Processo	0200378-95.2024.8.06.0160
Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center">

Processo	0200378-95.2024.8.06.0160
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	0mFzi6+Z8++rKysGTNmREWZ7lRl/P+2hjzvF/4e8egjly5fmTfvvRGjRnRs0w6YsRXffvXA6q1Tvp5Z0UenwqXO1xvQABkHCmmiZ/74ziudRulp5umlrwE7icmokqS+IA0dn6WKlAyO1YyPG/jVz5+QUTS0LCReWPjRp02apM+aNRPcjND8H8LiVmvVssWc2bOWfPrVpTNXxj4zGrqpI8Y81KdXl1GTnj9oLcDbJwB/CJrqyJMloCumtmvWZ0/B8SJHzROd+y3P3YfhnILJOE4ByAU6RXbJhqPO5c+/99hTj6ta5dO1i9dXrFz+9DNj2tx0QG990ddfbA38nRtAY1OapqdNf+XAgcMzZ86aPHlibGws1P8Hfvv1/VkfzP51pTSgEUCFfSIK6yighgyMWvmGIEstUpoCjIT/QZOSwCTRiIMrnv6Vqat/WB+fmoS+JA3DV65c7XQ6F324CEWQ/ymQ2yAnYze8XEQOy4COXL9+93Tp0nnO7PcGDxo4YFA/UZTfnvtW9909hs+ZELg3FrOwKi8SBFnpqFZNBCDoK64yimZEgcdoEpU47i2bmvHQ4u0fKejQPeB0eRcuXDjsvsHPPDMm8kEN/kVnDY9FhMZwrabRYNB9uHj+ujXr5y9Y/NrrUxUg9xt8b2XLrPsnjz5mdWAtdHIoRANWhjY31D2AkGSRYhSRxwwHKta+sHjoEw+HhBBHc3t27zmelTXr7bfMN0P74A73JN9Ouyty8c8PkfMy+vHSkoq335gx/oVxTTOa6JPMRzf+Nn78xGUn9oMesYJPwhQCRyU8YcCRolu2Hak69/mOpPZNZFmGQCxa9FFiYvzsd2f9bx/RUO2ufM/E/7c1Sk5YuOj9+QsXt2je4pGHh4lq+LsVXzeZPe/NQz/ivePlYAiqWcWKgxKh0xXu+Jb9hB2VONTUVEM/66WXJmZmpt+9r0G81e46FrcyOARBzHzrjTVr1n/08WdTX3tZFEJvzJ7JLjS+cuQTcE8yXBigFHTNNfy+YSdmRgcYQv9i79698+bNNRgMd+e7PP+13XUsbspz/XyOHv346dNnZsyYOWfObMimU96YEpaCb+b8CJqaWlzCszbukY2oeGHr1u1lZcWzZtWvi5uFs3e3/U1rJNIiRlHHjh3s9tj33ntv+vTpOK574+0ZFyeWrNu588iWE5IZnY227PsVRqMBGq9/Z9/A34+F9hs0apQ4deprs2fPgUuAIKjv5i+eePZJWxLaFP798uVxcXFDH7j/1tnCf1v3/lYs8PovQUDXUVHmGTOmffjholmz3hEA3v2envDJrdt+Mej1EAhw15TFv2l/Kxb/0qKjYx599NFPPvnk1Vdf4/lwYVHJ9eu5b0yfikpt1P9wRtrdaP9NLOCSadmy5fnzFy9cuNimTesVK1Yu1L4NQG64ryy7o/bfxCLSRo8eNWfO+85a9yhtSx/QvsrkLn0j9r9v/00sbvHikCGDV/+w5vMvPr4Vj/k7KfNW++/LBVwrbdu2tr/+SuRBA36n3522/we/9pD2DavOCwAAAABJRU5ErkJggg==" alt="" /> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA <h1 class="western" style="margin-right: -1.04cm; text-indent: -1cm; break-after: avoid; text-align: center;"> GABINETE DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA </h1> Processo: 0200378-95.2024.8.06.0160 APELANTE: FRANCISCO VENCERI DE AQUINO APELADO: CLUBE DE BENEFICIOS DO BRASIL e outros Ementa: DIREITO CIVIL E CONSUMIDOR. APELAÇÃO CÍVEL. DESCONTOS INDEVIDOS EM CONTA VINCULADA A BENEFÍCIO PREVIDENCIÁRIO. ILEGITIMIDADE PASSIVA AFASTADA. DANO MORAL NÃO CONFIGURADO. MANUTENÇÃO DA SENTENÇA. I. CASO EM EXAME <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 98.3858pt;" dir="ltr"> <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline;

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	white-space: pre-wrap;"> Apelações cíveis interpostas por correntista e instituição financeira contra sentença que declarou a nulidade de relação contratual de seguro supostamente pactuada com empresa terceira, determinando a restituição em dobro dos valores descontados em conta vinculada a benefício previdenciário, mas afastou o pedido de indenização por danos morais. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 98.3858pt;" dir="ltr"> Sentença reconheceu a ilegitimidade passiva do Clube de Seguros do Brasil e julgou parcialmente procedente o pedido em relação ao Banco Bradesco S/A. II. QUESTÃO EM DISCUSSÃO 3. Há duas questões em discussão: (i) saber se o Banco Bradesco S/A é parte legítima para figurar no polo passivo da demanda; (ii) saber se os descontos indevidos em benefício previdenciário ensejam indenização por danos morais. III. RAZÕES DE DECIDIR 4. A relação jurídica é regida pelo Código de Defesa do Consumidor, sendo o banco integrante da cadeia de fornecimento e responsável solidário pelos danos causados

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	ao consumidor, nos termos dos arts. 7º, parágrafo único, 14 e 25, §1º, do CDC. 5. A instituição financeira é parte legítima, pois os débitos foram realizados diretamente na conta de titularidade do autor. 6. Embora reconhecida a nulidade da contratação e a existência de descontos indevidos, o valor total descontado (R$ 119,00) não restou demonstrado como suficiente para configurar dano moral, ante a ausência de repercussão relevante à esfera extrapatrimonial do autor. IV. DISPOSITIVO E TESE 7. Recursos conhecidos e desprovidos. Tese de julgamento: 1. O banco que viabiliza descontos indevidos em conta de consumidor responde solidariamente pelos danos, conforme o Código de Defesa do Consumidor. 2. A devolução de valores indevidamente descontados não enseja, por si só, o dever de indenizar por danos morais quando não demonstrada repercussão extrapatrimonial relevante. <hr /> Dispositivos relevantes citados : CDC, arts. 7º, parágrafo único, 14 e 25, § 1º; CPC, art. 85, §11. Jurisprudência relevante citada : STJ, AgInt nos Edcl no AREsp 1.713.267/SP, Rel. Min. Raul Araújo, 4ª Turma, j. 24.10.2022, DJe 28.10.2022.

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	                         ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, pelo conhecimento e desprovimento dos apelos, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator RELATÓRIO Trata-se de apelações cíveis interpostas por Francisco Venceri de Aquino e Banco Bradesco S/A contra a sentença proferida pela 1ª Vara Cível da Comarca de Santa Quitéria-CE, nos autos da Ação Declaratória de Inexistência de Relação Contratual c/c Repetição de Indébito e Indenização por Danos Morais, ajuizada em face de Clube de Seguros do Brasil e Banco Bradesco S/A. A demanda foi proposta em razão de descontos indevidos no benefício previdenciário do autor, relativos a uma suposta contratação do serviço denominado “Clube Sebraseg”. O autor pleiteou, em síntese, a declaração de nulidade contratual, a devolução em dobro dos valores descontados e a condenação da ré ao pagamento de R$ 8.000,00 (oito mil reais) a título de danos morais. Na sentença (id 18888301) foi julgado parcialmente procedente o pleito autoral, nos seguintes termos: <p

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	style="line-height: 1.656; margin-left: 113pt; text-align: justify; margin-top: 12pt; margin-bottom: 12pt;" dir="ltr"> “ (...) Ante o exposto, julgo EXTINTO o processo, sem a apreciação do mérito, na forma do art. 485, VI, do Código de Processo Civil, relação ao requerido CLUBE DE SEGUROS DO BRASIL . Ademais, JULGO PARCIALMENTE PROCEDENTE a pretensão autoral, resolvendo o mérito da demanda, com fulcro no art. 487, I, do CPC, em relação ao BANCO BRADESCO , para: I) declarar a inexistência do negócio jurídico controvertido na exordial (CLUBE SEBRASEG) e do débito que lhe é correspondente; II) condenar o promovido a devolver em dobro o valor cobrado indevidamente do seguro ora declarado inexistente no valor de R$ 59,90 cada (meses de setembro e outubro de 2023), <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">bem como daqueles que foram descontados no curso do processo, devidamente comprovados , (EAREsp 676.608/RS), com correção monetária pelo IPCA, desde o efetivo prejuízo (súmula 43 do STJ); e com juros de mora, a partir do evento danoso (súmula 54 do STJ) pela SELIC, devendo ser deduzido o IPCA do período, mediante as mudanças introduzidas pela Lei nº 14.905/2024; Dada a sucumbência recíproca, carreio às partes o pagamento de custas e despesas processuais, na proporção de 50% (cinquenta por cento) para cada. Quanto aos honorários, o requerido pagará 10% do valor atualizado da condenação e a parte autora 10% do valor atualizado do valor pretendido a título de danos morais, ressalvada a suspensão de exigibilidade para a parte autora ante a gratuidade processual concedida. (...)” <span style="color: #000000; background-color:

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	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Inconformado, o autor interpôs recurso de apelação (18888306), requerendo a reforma da sentença, no sentido de condenar a instituição financeira ré ao pagamento de danos morais em valor razoável ao transtorno sofrido. Também irresignada, o Banco Bradesco S/A protocolizou apelo, sustentando sua ilegitimidade passiva ad causam, vez que o objeto da lide gira em torno de um contrato com a SEBRASEG SEGUROS DE BENEFÍCIOS, sustentando, portanto, pela extinção do processo, sem julgamento do mérito. Contrarrazões (id 18888322). É o relatório. VOTO Inicialmente, satisfeitos os requisitos de admissibilidade, conheço dos apelos. O banco apelante, em suas razões recursais, sustenta sua ilegitimidade passiva ad causa m, sob o argumento de que atua apenas como intermediário na realização de pagamentos, não sendo responsável pelos produtos ou serviços contratados e creditados por terceiros, como é o caso das cobranças impugnadas nos autos. Contudo, razão não assiste ao recorrente. Explico. Inicialmente, cumpre destacar que a relação estabelecida entre as partes é regida pelo Código de Defesa do Consumidor, tratando-se manifestamente de relação de consumo. Isso porque o banco réu se enquadra como fornecedor de serviços, enquanto a parte autora, na qualidade de correntista e destinatária final do serviço, ostenta a condição de consumidora, conforme definição contida nos artigos 2º e 3º do CDC. Nessa perspectiva, o Código de Defesa do Consumidor estabelece, nos artigos 7º, parágrafo único, 14, caput, e 25, § 1º, a responsabilidade solidária e objetiva de todos os integrantes da cadeia de fornecimento pelos danos causados ao consumidor. Vejamos os dispositivos aplicáveis:

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	Art. 7º, parágrafo único – “Tendo mais de um autor a ofensa, todos responderão solidariamente pela reparação dos danos previstos nas normas de consumo.” Art. 14, caput – “O fornecedor de serviços responde, independentemente da existência de culpa, pela reparação dos danos causados aos consumidores por defeitos relativos à prestação dos serviços, bem como por informações insuficientes ou inadequadas sobre sua fruição e riscos.” Art. 25, § 1º – “Havendo mais de um responsável pela causação do dano, todos responderão solidariamente pela reparação prevista nesta e nas seções anteriores.” Dessa forma, sendo o banco réu prestador de serviços à autora, na qualidade de correntista, e considerando que os débitos foram realizados diretamente na conta corrente de titularidade da demandante, vinculada ao Banco Bradesco S/A, resta evidente sua participação no evento danoso. Assim, como integrante da cadeia de consumo, a instituição financeira é parte legítima para figurar no polo passivo da demanda, respondendo solidariamente pelos danos ocasionados, conforme preconiza o sistema consumerista. A jurisprudência pátria é pacífica nesse sentido, reconhecendo a responsabilidade solidária das instituições financeiras em casos análogos, nos quais atuam como agentes viabilizadores de transações que resultam em prejuízo ao consumidor. Portanto, rejeita-se a tese de ilegitimidade passiva arguida pelo banco apelante, passando-se à análise do recurso autoral. Analisando os autos, verifica-se que a suposta contratação que originou os descontos foi declarada nula, em razão da presunção de veracidade das alegações do autor, diante da ausência de constatação da sua anuência no seguro, objeto da lide. Assim, o juízo de primeiro grau determinou a devolução dos valores descontados de forma simples, com correção monetária pelo IPCA e juros moratórios de 1% ao mês a contar de cada desconto, entretanto indeferindo o pedido de condenação do banco réu em danos morais. O objeto recursal do autor é justamente a súplica de condenação do banco em pagar indenização por danos morais, alegando que

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	foi realizados descontos em sua conta em um montante de R$ 119,00. Importa ressaltar que o dano moral é devido quando o ato lesivo atinge a integridade psíquica, o bem-estar ou a honra do indivíduo, sendo a compensação pecuniária um meio de reparar tais prejuízos. Nesse sentido, o STJ já firmou entendimento de que: “Para que fique configurado o dever de indenização por danos morais, é necessário que o ato ilícito tenha violado direito da personalidade, provocando dor, sofrimento, abalo psicológico ou humilhações consideráveis à pessoa.” (AgInt nos Edcl no AREsp 1.713.267/SP, Rel. Min. Raul Araújo, 4ª Turma, julgado em 24/10/2022, DJe 28/10/2022). Contudo, nem todo ato lesivo implica necessariamente na condenação por danos morais. É preciso demonstrar, nos autos, que o prejuízo ultrapassou o mero aborrecimento. No presente caso, foram realizados descontos mensais que totalizam R$ 119,00. Ainda que se reconheça o incômodo gerado, não há provas nos autos de que tais descontos comprometeram a subsistência do apelante ou provocaram prejuízo de ordem extrapatrimonial relevante, como inscrição em cadastros de inadimplentes. Diante disso, entende-se que os descontos – que representaram um percentual mínimo dos proventos do apelante no período – não configuram, por si só, abalo à personalidade suficiente a justificar a majoração da indenização fixada. Diante do exposto, voto pelo desprovimento dos recursos, mantendo-se integralmente a sentença recorrida. Majoro os honorários sucumbenciais de 10% para 15%, nos termos do §11 do art. 85, do CPC, ressalvada a suspensão de exigibilidade para a parte autora ante a gratuidade processual concedida. É como voto. Fortaleza, data e hora indicadas no sistema. <p style="line-height:

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	1.7999999999999998; text-align: justify; margin-top: 12pt; margin-bottom: 0pt;" dir="ltr"> DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">

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Número de ordem	24
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	MARIA ZENILMA MENEZES SOUZA
Advogado(s) - Polo ativo	NATHALIA GUILHERME BENEVIDES BORGES - (CE28463-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	NEI CALDERON - (SP114904-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3045666-88.2024.8.06.0001 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO EM AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: 37ª VARA CÍVEL DA COMARCA DE FORTALEZA-CE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELANTE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: MARIA ZENILMA MENEZES SOUZA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style:

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	normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: BANCO DO BRASIL S.A <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESA. CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO ADMINISTRATIVO. APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS. PASEP. SAQUES INDEVIDOS. PRAZO PRESCRICIONAL DECENAL. TERMO INICIAL CONTADO DA CIÊNCIA DOS DESFALQUES. TEMA 1150/STJ. PRESCRIÇÃO AFASTADA. RETORNO DOS AUTOS À ORIGEM. RECURSO PROVIDO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. CASO EM EXAME <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Apelação cível interposta contra sentença que extinguiu o processo, com resolução de mérito, ao reconhecer a prescrição da pretensão autoral, sob fundamento de que o prazo deveria ser contado a partir da data do último saque realizado pelo autor no Programa de Formação do Patrimônio do Servidor Público (PASEP). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. QUESTÃO EM DISCUSSÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Há duas questões em discussão: (i) qual o prazo prescricional aplicável à pretensão de ressarcimento de valores indevidamente debitados de conta vinculada ao PASEP; e (ii) qual o termo inicial para a contagem desse prazo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. RAZÕES DE DECIDIR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. O Superior Tribunal de Justiça, ao julgar o Tema 1150, firmou tese de que a pretensão ao ressarcimento de danos havidos em conta vinculada ao PASEP está sujeita ao prazo prescricional decenal, previsto no artigo 205 do Código Civil. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4.

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	Segundo o mesmo precedente, o termo inicial para a contagem da prescrição é a data em que o titular, comprovadamente, toma ciência dos desfalques na conta, e não o último saque realizado.<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. No caso concreto, a autora obteve acesso aos extratos detalhados da conta somente em 2024, o que torna intempestivo o reconhecimento da prescrição com base na data do saque realizado em 2007. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Diante disso, deve ser anulada a sentença para que o feito tenha seu regular prosseguimento na origem. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO E TESE <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. Apelação conhecida e provida. Sentença anulada, com retorno dos autos à Vara de origem para o devido processamento e julgamento do mérito da demanda. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">"1. O prazo prescricional para ressarcimento de valores indevidamente debitados de conta vinculada ao PASEP é decenal, conforme o artigo 205 do Código Civil. 2. O termo inicial da prescrição ocorre quando o titular toma ciência dos desfalques realizados na conta, e não na data do último saque efetuado." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer o Recurso de Apelação interposto para dar-lhe provimento, nos termos do voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <p style="line-height: 2.4; text-align: center; margin-top: 2pt;

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	margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de apelação cível interposta por MARIA ZENILMA MENEZES SOUZA, objurgando sentença proferida pelo Juízo da 37ª VARA CÍVEL DA COMARCA DE FORTALEZA-CE (id 19950918), que, nos autos da AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS movida em face do BANCO DO BRASIL S/A, julgou improcedente o feito, ante o reconhecimento da prescrição da pretensão autoral, nos seguintes termos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(...) Isto posto, JULGO LIMINARMENTE IMPROCEDENTE o presente pedido, o que faço com fundamento nos arts. 332, II, § 1º e 487, II e parágrafo único, todos do CPC/15. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Condeno a parte autora ao pagamento de custas processuais. Deixo de condená-la ao pagamento de honorários advocatícios por não haver formação de contraditório. Ausente elemento que milite em desfavor da presunção de hipossuficiência, defiro à parte autora o benefício da gratuidade judiciária, de sorte que lhe suspendo a exigibilidade do pagamento de custas, na forma do art. 98, § 3º, do CPC/15, que somente poderão ser executadas se, nos 5 (cinco) anos subsequentes ao trânsito em julgado da decisão que as certificou, o credor demonstrar que deixou de existir a situação de insuficiência de recursos que justificou a concessão de gratuidade, extinguindo-se, passado esse prazo, tais obrigações do beneficiário. (…)" <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em razões recursais (id 19950918), a parte recorrente sustenta que só tomou ciência dos desfalques realizados na conta individual vinculada ao PASEP em julho de 2024, quando teve acesso ao extrato/microfilmagens disponibilizadas pelo apelado. Ao final, o apelante requer o provimento do recurso, a fim de afastar a prescrição. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sem contrarrazões (id 19950921). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Decido. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">A apelação merece conhecimento, pois atende aos pressupostos de admissibilidade recursal. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Passa-se à análise do mérito do recurso, por meio do qual a apelante defende que o início da contagem do prazo prescricional se inicia apenas em novembro de 2024, quando teve acesso aos extratos da conta mediante microfilmagens, momento no qual teria tomado ciência da violação do seu direito. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Neste ponto, é importante registrar que o Superior Tribunal de Justiça, no julgamento dos processos paradigmas REsp nº 1895936/TO, REsp nº 1895941/TO e REsp nº 1951931/DF, representativos de controvérsia afetados para julgamento pelo procedimento dos Recursos Especiais Repetitivos sob o Tema 1150, fixou a tese de que “ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">.” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Confira-se a ementa redigida para o acórdão: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“ADMINISTRATIVO E PROCESSUAL CIVIL. RECURSO ESPECIAL REPRESENTATIVO DA CONTROVÉRSIA. PASEP. MÁ GESTÃO DOS VALORES DEPOSITADOS. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL PREVISTA NO ART. 205 DO CÓDIGO CIVIL. TERMO INICIAL DA PRESCRIÇÃO. TEORIA DA ACTIO NATA. CIÊNCIA DOS DESFALQUES NA CONTA INDIVIDUALIZADA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. As questões a serem definidas nesse Repetitivo são: a) a possibilidade ou não de o Banco do Brasil figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; b) qual o prazo prescricional a que a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete - se o decenal previsto pelo artigo 205 do Código Civil ou o quinquenal estipulado pelo art. 1° do Decreto 20.910/1932; c) se o termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">LEGITIMIDADE PASSIVA DO BANCO DO BRASIL PARA FIGURAR NA DEMANDA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. O Programa de Formação do Patrimônio do Servidor Público (Pasep) foi instituído pela Lei Complementar 8, de 3.12.1970, que prevê a competência do Banco do Brasil para a administração do Programa e manutenção das contas individualizadas para cada servidor, recebendo comissão pelo serviço prestado. A Lei Complementar 26, de 11.9.1975, unificou, a partir de 1º.7.1976, sob a denominação de PIS-Pasep, os fundos constituídos com os recursos

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	do Programa de Integração Social (PIS) e do Programa de Formação do Patrimônio do Servidor Público (Pasep), instituídos pelas Leis Complementares 7/70 e 8/70, respectivamente. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. O art. 7º do Decreto 4.751/2003 previa que a gestão do Pasep compete ao Conselho Diretor do Fundo, cujos representantes são designados pelo Ministro de Estado da Fazenda. De igual modo, o art. 10 do mesmo diploma normativo estabelecia que ao Banco do Brasil, como administrador do Programa, além de manter as contas individualizadas dos participantes do Pasep, cabe creditar, nas referidas contas, a atualização monetária, os juros e o resultado das operações financeiras realizadas, processar as solicitações de saque e de retirada e efetuar os correspondentes pagamentos, conforme autorizado pelo Conselho Diretor do Fundo PIS-Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Destaque-se que, desde a promulgação da Constituição Federal de 1988, a União deixou de depositar valores nas contas do Pasep do trabalhador, limitando-se sua responsabilidade ao recolhimento mensal ao Banco do Brasil S.A., nos termos do art. 2º da LC 8/1970. Por força do art. 5º da referida Lei Complementar, a administração do Programa compete ao Banco do Brasil S.A., bem como a respectiva manutenção das contas individualizadas para cada trabalhador, de modo que a responsabilidade por eventuais saques indevidos ou má gestão dos valores depositados na conta do Pasep é atribuída à instituição gestora em apreço. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. O STJ possui o entendimento de que, em ações judiciais nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao Pasep, a União deve figurar no polo passivo da demanda. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. No entanto, no caso dos autos a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão do banco, em razão de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do Pasep. Conclui-se que a legitimidade passiva é do Banco do Brasil S.A. Nesse sentido: AgInt no REsp 1.898.214/SE, Rel. Ministro Francisco Falcão, Segunda Turma, DJe de 29.4.2021; AgInt no REsp 1.867.341/DF, Rel. Ministra Assusete Magalhães, Segunda Turma, DJe de 7.10.2021; REsp 1.895.114/DF, Rel. Ministro Herman Benjamin, Segunda Turma, DJe de 14.4.2021; AgInt no REsp 1.954.954/CE, Rel. Ministra Regina Helena Costa, Primeira Turma, DJe de 25.3.2022; e AgInt no REsp 1.922.275/CE, Rel. Ministro Gurgel de Faria, Primeira Turma, DJe de 29.6.2021. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">INCIDÊNCIA DO PRAZO PRESCRICIONAL DECENAL PREVISTO NO ART. 205 DO CÓDIGO CIVIL <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. O Banco do Brasil S.A. aduz que ocorreu a prescrição do direito do autor em virtude da adoção do prazo quinquenal estabelecido no art. 1° do Decreto-Lei 20.910/1932, cujo termo inicial deveria ser a data do recolhimento das últimas contribuições para o Pasep, que, segundo a instituição financeira, ocorreu em 1988. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">8. Contudo, o STJ possui orientação pacífica de que o prazo quinquenal previsto no art. 1º do Decreto-Lei 20.910/1932 não se aplica às pessoas jurídicas de direito privado. No caso em espécie, sendo a ação proposta contra o Banco do Brasil, sociedade de economia mista, deve-se afastar a incidência do referido dispositivo, bem como da tese firmada no julgamento do Recurso Especial 1.205.277/PB, sob a sistemática dos Recursos Repetitivos, de que: "É de cinco anos o prazo prescricional da

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	ação promovida contra a União Federal por titulares de contas vinculadas ao PIS/PASEP visando à cobrança de diferenças de correção monetária incidente sobre o saldo das referidas contas, nos termos do art. 1º do Decreto-Lei 20.910/32" . <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">9. Assim, "as ações movidas contra as sociedades de economia mista não se sujeitam ao prazo prescricional previsto no Decreto-Lei 20.910/1932, porquanto possuem personalidade jurídica de direito privado, estando submetidas às normas do Código Civil." (AgInt nos EDcl no AREsp 1.902.665/RJ, Rel. Ministro Francisco Falcão, Segunda Turma, DJe de 10.8.2022). Nesse mesmo sentido: AgInt no AREsp 1.795.172/SP, Rel. Ministra Assusete Magalhães, Segunda Turma, DJe de 27.5.2021; e AgInt no REsp 1.812.518/SE, Rel. Ministro Herman Benjamin, Segunda Turma, DJe de 21.8.2020. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">10. Ressalte-se que não se emprega o prazo prescricional previsto no art. 10 do Decreto 2.052/1983, o qual prevê que "A ação para cobrança das contribuições devidas ao PIS e ao PASEP prescreverá no prazo de dez anos, contados a partir da data prevista para seu recolhimento". Isso porque no caso dos autos não se estão cobrando as contribuições, mas, sim, a indenização por danos materiais decorrente da má gestão dos depósitos. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">11. Assim, nas demandas ajuizadas contra a instituição financeira em virtude de eventual má gestão ou descontos indevidos nas contas do Programa de Formação do Patrimônio do Servidor Público - Pasep, deve-se aplicar o prazo prescricional previsto no art. 205 do Código Civil de 10 anos. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DIES A QUO PARA A CONTAGEM DO PRAZO PRESCRICIONAL <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">12. O Superior Tribunal de Justiça entende que, conforme o princípio da actio nata, o curso do prazo prescricional do direito de reclamar inicia-se somente quando o titular do direito subjetivo violado passa a conhecer o fato e a extensão de suas consequências. (EREsp 1.106.366/RS, Rel. Ministro Francisco Falcão, Primeira Seção, DJe de 26.6.2020.) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">13. Sobre a matéria em debate, o STJ tem precedentes: AgInt no REsp 1.928.752/TO, Rel. Ministra Regina Helena Costa, Primeira Turma, DJe de 23.6.2021; e REsp 1.802.521/PE, Rel. Ministro Herman Benjamin, Segunda Turma DJe 30.5.2019. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">14. Verifica-se que o termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TESES JURÍDICAS A SEREM FIXADAS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">15. Em relação ao presente Tema, fixam-se as seguintes Teses: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de

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	aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">SOLUÇÃO DO CASO CONCRETO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">16. No caso dos autos, em relação às Teses aqui fixadas, o acórdão de origem decidiu de acordo com o entendimento deste STJ, de modo que não merece reforma. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">17. O recorrente afirma não haver ilícito, e que, "no caso em tela, a parte recorrida não fez prova alguma do prejuízo sofrido." (fl. 528, e-STJ), de forma que não há dever de indenizar. Entretanto, a Corte de origem assim consignou ao decidir a controvérsia (fls. 490-491, e-STJ, grifei): "A partir da análise dos autos originários, constata-se que são incontroversos 1) o saldo no valor de Cz$ 88.881,00 (oitenta e oito mil oitocentos e oitenta e um cruzados) existente na conta individual da parte autora/apelante no dia 18/08/1988 (data limite ao direito aos créditos em sua conta PASEP) - Evento 1, OUT3, fl. 03, autos originários e 2) os débitos realizados no período em que a conta retromencionada esteve ativa (Evento 1, DOCSPESSOAIS2, autos originários). (...) O fato é que o Banco do Brasil S/A tem o dever de informar o motivo e a destinação dos valores questionados pela parte autora/apelante, a fim de comprovar a legalidade dos lançamentos, ônus do qual não se desincumbiu, conforme determina o art. 373, inciso II, do CPC vigente. (...) Dessa nos forma, é forçoso concluir pelo conjunto fático-probatório existente nos autos que o dano material efetivamente restou comprovado (...)". <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18. Como se observa, o Tribunal a quo, soberano na análise probatória, concluiu que houve ato ilícito e dano. Entender de modo diverso demanda revolvimento no acervo fático-probatório, o que não é possível em Recurso Especial, pois incide a Súmula 7 do STJ. Nessa linha: AgInt no AREsp 2.155.273/RJ, Rel. Ministro Gurgel de Faria, Primeira Turma, DJe de 15.3.2023; e AgInt no AREsp 1.767.339/SP, Rel. Ministro Sérgio Kukina, Primeira Turma, DJe de 16.2.2023. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONCLUSÃO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">19. Recurso Especial parcialmente conhecido e, nessa extensão, não provido.” <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, DJe de 21/9/2023) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Assim, verifica-se que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000;

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	background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse sentido, diferente do alegado pelo juiz a quo, que estabeleceu a data do último saque realizado como marco inicial para o prazo prescricional, entendo que o lapso da prescrição teve início quando a autora teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 2024 (documento de id 19950914). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sobre o tema, jurisprudência desta Corte de Justiça: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO CÍVEL. AÇÃO DE RESSARCIMENTO. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR (PASEP). <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">SENTENÇA DECLARATÓRIA DE PRESCRIÇÃO DA PRETENSÃO AUTORAL. IRRESIGNAÇÃO DA PARTE AUTORA. ANÁLISE SOBRE O TERMO INICIAL DA PRESCRIÇÃO. APLICAÇÃO DO TEMA REPETITIVO Nº 1.150 DO STJ. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS AO JUÍZO DE ORIGEM. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. De início, cumpre salientar que as preliminares de ofensa à dialeticidade e de revogação de justiça gratuita, sustentadas pela parte apelada em sede de contrarrazões, não merecem prosperar. 2. Ultrapassados tais pontos, o presente recurso limita-se a impugnar a improcedência do pedido exordial, ante o reconhecimento da prescrição da pretensão autoral. 3. Sobre o tema, o Superior Tribunal de Justiça (STJ) firmou o Tema Repetitivo nº 1.150, na qual restou decidido que ¿ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.¿ 4. Dessa maneira, o lapso da prescrição teve início quando a parte autora teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 2023, não fulminando o direito de ação exercitado neste mesmo ano. 5. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Recurso conhecido e provido. Sentença anulada, com retorno dos autos ao juízo de origem para o devido processamento e julgamento. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(Apelação Cível - 0201454-33.2024.8.06.0071, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 04/12/2024, data da publicação: 04/12/2024) (gn) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, ACRÉSCIMOS ILEGAIS, SAQUES E À DIFERENÇA DE VALORES NA CONTA VINCULADA DO PASEP DA AUTORA/RECORRENTE. SENTENÇA QUE RECONHECEU A ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. QUESTIONAMENTO SOLUCIONADO NO JULGAMENTO DO TEMA REPETITIVO Nº 1.150 QUE UNIFORMIZOU A INTERPRETAÇÃO DA LEGISLAÇÃO INFRACONSTITUCIONAL PARA SEDIMENTAR, DENTRE OUTRAS TESES NÃO DEVOLVIDAS NO APELO, QUE "O BANCO DO BRASIL POSSUI

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	LEGITIMIDADE PASSIVA AD CAUSAM PARA FIGURAR NO POLO PASSIVO DE DEMANDA NA QUAL SE DISCUTE EVENTUAL FALHA NA PRESTAÇÃO DO SERVIÇO QUANTO A CONTA VINCULADA AO PASEP, SAQUES INDEVIDOS E DESFALQUES, ALÉM DA AUSÊNCIA DE APLICAÇÃO DOS RENDIMENTOS ESTABELECIDAS PELO CONSELHO DIRETOR DO REFERIDO PROGRAMA". PRESCRIÇÃO: INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CONHECIMENTO DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. IMPOSSIBILIDADE DE JULGAR O MÉRITO (ART. 1.013, § 3º, I, DO CPC). SENTENÇA ANULADA. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO, INCLUSIVE APRECIAR A RESPEITO DA NECESSIDADE DE PROCEDER À PROVA PERICIAL CONTÁBIL. - A petição inicial remete à apreciação do Judiciário litígio que envolve a responsabilidade do Banco do Brasil S/A quanto à má gestão dos valores depositados pela União do programa PIS/PASEP, pugnando, ainda, pela indenização por danos morais e materiais. - O Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional no julgamento do tema repetitivo nº 1.150 para reconhecer, dentre outras teses não devolvidas na via apelatória, que "o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa". - O caso em julgamento não envolve a aplicação da Súmula nº 77 do STJ, mas o entendimento uniformizado na apreciação do tema repetitivo nº 1.150 do mencionado Tribunal Superior. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">- Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo Tribunal da Cidadania, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". Desta forma, o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, não fulminando o direito de ação exercitado em 04/11/2019. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RECURSO CONHECIDO E PROVIDO EM PARTE. (TJCE - Apelação Cível - 0090254-05.2019.8.06.0133, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 21/08/2024, data da publicação: 21/08/2024) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Feitas tais considerações, afasto, no caso concreto, a prescrição da pretensão autoral reconhecida na origem. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante do exposto, CONHEÇO da apelação para DAR-LHE PROVIMENTO, a fim de anular a sentença e determinar o retorno do processo à Vara de origem, para o devido processamento e julgamento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <p style="line-

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	height: 1.2; text-align: center; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora sj

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Número de ordem	25
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Material
Polo ativo	FRANCISCA GOMES DE ARRUDA MORAIS
Advogado(s) - Polo ativo	RODRIGO ANDRADE DO NASCIMENTO - (RN11195-A)
Polo passivo	LIBERTY SEGUROS S/A
Advogado(s) - Polo passivo	FRANCISCO DE ASSIS LELIS DE MOURA JUNIOR - (PE23289-A)
Terceiros	Não informado

Processo	0200620-41.2024.8.06.0035
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0200620-41.2024.8.06.0035 TIPO DO PROCESSO: APELAÇÃO EM AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C REPARAÇÃO POR DANOS MATERIAIS E MORAIS ORIGEM: 1ª VARA CÍVEL DA COMARCA DE ARACATI APELANTE: FRANCISCA GOMES DE ARRUDA MORAIS APELADA: LIBERTY SEGUROS S/A ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESEMBARGADORA CLEIDE ALVES DE AGUIAR EMENTA: DIREITO PROCESSUAL CIVIL E CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO JURÍDICA COM PEDIDO DE REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. PRESCRIÇÃO QUINQUENAL. APLICABILIDADE DO ART. 27 DO CÓDIGO DE DEFESA DO CONSUMIDOR. PRAZO INICIAL. ÚLTIMO DESCONTO REALIZADO. PRESCRIÇÃO CONFIGURADA. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. <p class="EmentadoAcrdo" style="margin-left:

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	4.0cm; text-align: justify; line-height: 200%;"> I. CASO EM EXAME 01. Trata-se de Recurso de Apelação interposto por Francisca Gomes de Arruda Morais, objurgando sentença, que nos autos da ação em epígrafe movida em desfavor de Liberty Seguros S.A, reconheceu a prescrição da pretensão autoral e extinguiu o presente feito com resolução de mérito. II. QUESTÃO EM DISCUSSÃO 02. O cerne recursal diz respeito ao prazo prescricional aplicável à presente ação, que tem como objeto a declaração de nulidade de relação jurídica decorrente de cobranças realizadas pela empresa Liberty Seguros S/A. III. RAZÕES DE DECIDIR 03. O prazo prescricional para ações que envolvem repetição de indébito decorrente de descontos indevidos, em razão de defeito no serviço bancário, é de 5 (cinco) anos, conforme estabelecido no art. 27 do Código de Defesa do Consumidor, contado a partir do último desconto realizado. 04. No caso em exame, o último desconto ocorreu em 01/10/2018, configurando o termo inicial do prazo prescricional. A ação foi ajuizada em 02/04/2024, ultrapassando o prazo de cinco anos, o que enseja o reconhecimento da prescrição. IV. DISPOSITIVO 05. Recurso conhecido e desprovido. Sentença mantida. ACÓRDÃO Vistos, relatados e discutidos estes autos, ACORDA a TERCEIRA CÂMARA DE DIREITO PRIVADO DO EGRÉGIO TRIBUNAL DE JUSTIÇA DO CEARÁ, por UNANIMIDADE, em CONHECER e NEGAR PROVIMENTO ao RECURSO DE APELAÇÃO, nos termos do voto da Relatora. Fortaleza, data e hora indicadas pelo sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador

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	DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Recurso de Apelação interposto por Francisca Gomes de Arruda Morais, objurgando sentença (ID 19640282) proferida pela MMa. Juíza da 1ª Vara Cível da Comarca de Aracati/CE, que nos autos da ação em epígrafe movida em desfavor de Liberty Seguros S.A, reconheceu a prescrição da pretensão autoral e extinguiu o presente feito com resolução de mérito. A apelante, em suas razões recursais, defende, em síntese, que o prazo a ser considerado para a presente demanda é o de 10 anos, conforme o art. 205 do Código Civil, sendo inaplicável o prazo quinquenal do CDC. Afirma que o Superior Tribunal de Justiça fixou entendimento no sentido de que as ações de repetição de indébito bancário, quando de natureza pessoal, são regidas pelo prazo prescricional de 10 (dez) anos, nos termos do artigo 205 do Código Civil. Por fim, requer o conhecimento e provimento do presente recurso, reformando a sentença proferida pelo juízo a quo, declarando inexistente o débito imputado a parte apelante, e condenando a recorrida em restituir, em dobro, os valores indevidamente cobrados, além do pagamento de indenização pelos danos morais suportados pela recorrente. Contrarrazões colacionadas (ID 19640288). É o relatório. Passo a decidir. VOTO Presentes os pressupostos recursais de admissibilidade intrínsecos (legitimidade, interesse, cabimento e inexistência de fato impeditivo ou extintivo) e extrínsecos (tempestividade, preparo e regularidade formal), conheço do recurso e passo à sua análise, nos termos em que estabelece o art. 1.010 e seguintes do Código de Processo Civil. O cerne recursal diz respeito ao prazo prescricional aplicável à presente ação, que tem como objeto a declaração de nulidade de relação jurídica decorrente de cobranças realizadas pela empresa Liberty Seguros S/A. A autora alega que tais valores foram descontados diretamente de sua conta pela parte promovida, sem que houvesse solicitação ou contratação dos serviços abrangidos pela referida tarifa. Por essa razão, busca o ressarcimento em dobro dos

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	valores pagos indevidamente, bem como indenização por danos morais. A Magistrada de primeira instância reconheceu a prescrição da pretensão da autora e extinguiu o processo, ao constatar que o último desconto realizado pela ré, referente à “Liberty Seguros S/A”, ocorreu em 01/10/2018, no valor de R$ 18,91 (dezoito reais e noventa e um centavos), o que configuraria o termo inicial do prazo prescricional. No entanto, a ação somente foi ajuizada em 02/04/2024, ultrapassando o prazo prescricional de cinco anos previsto no Código de Defesa do Consumidor, que se encerrou em 01/10/2023. Nas razões recursais, a apelante sustenta que o prazo prescricional aplicável à presente demanda é de 10 anos, nos termos do artigo 205 do Código Civil, o qual estabelece que, na ausência de previsão legal de prazo menor, aplica-se o prazo decenal. Assim, argumenta ser incabível a aplicação do prazo quinquenal previsto no Código de Defesa do Consumidor. Pois bem. No recurso, a apelante colaciona jurisprudência do Superior Tribunal de Justiça para fundamentar seu pedido, argumentando que a Corte reconhece a aplicação do prazo prescricional decenal às ações revisionais de contrato bancário. Contudo, tal entendimento refere-se a hipóteses distintas da dos autos, nas quais se busca a revisão de cláusulas contratuais, hipótese em que o prazo de prescrição é de dez anos, contados da celebração do contrato. No presente caso, entretanto, trata-se de pedido de declaração de inexistência de relação contratual, cumulada com repetição de indébito, fundamentado na alegação de descontos indevidos por ausência de contratação. Nessa situação, por se tratar de vício na prestação do serviço bancário, aplica-se o prazo prescricional de cinco anos, conforme dispõe o artigo 27 do Código de Defesa do Consumidor, in verbis: Art. 27. Prescreve em cinco anos a pretensão à reparação pelos danos causados por fato do produto ou do serviço prevista na Seção II deste Capítulo, iniciando-se a contagem do prazo a partir do conhecimento do dano e de sua autoria. Acerca do tema, é o entendimento do Superior Tribunal de Justiça. PROCESSUAL CIVIL. AGRAVO INTERNO NO AGRAVO EM RECURSO ESPECIAL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO JURÍDICA RELATIVA À APÓLICE DE SEGURO COM PEDIDO DE INDENIZAÇÃO POR DANO MORAL. RELAÇÃO TRATO SUCESSIVO . PRAZO QUINQUENAL. SÚMULA 568/STJ. 1. Ação declaratória de inexistência de relação jurídica relativa à apólice de seguro com pedido de indenização por dano moral . 2. A jurisprudência do STJ é no sentido de que é aplicável o prazo quinquenal previsto no art. 27 do Código de Defesa do Consumidor quando se tratar de pretensão de repetição de indébito decorrente de descontos indevidos. Súmula 568/STJ . 3. Agravo interno não provido. (STJ - AgInt no AREsp: 2467639 SC 2023/0350304-9, Relator.: Ministra NANCY ANDRIGHI, Data de Julgamento: 03/06/2024, T3 - TERCEIRA TURMA, Data de Publicação: DJe 06/06/2024) Ainda, é o entendimento desta Eg. Corte: <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; mso-layout-grid-align: none; text-

Processo	0200620-41.2024.8.06.0035
	autospace: none;"> Embargos de declaração em apelação. Direito civil e processual civil. Impugnação ao cumprimento de sentença. Pretensão de repetição de indébito decorrente de descontos indevidos por falha do serviço bancário . Prescrição quinquenal. Descontos de prestações mensais. Obrigação de Trato sucessivo. Prescrição parcial das parcelas descontadas até cinco anos antes do ajuizamento da ação . Omissão reconhecida. Recurso conhecido e provido. I. Caso em exame 1 . Trata o caso de Embargos de Declaração opostos em face do acórdão que negou provimento ao recurso de apelação, reconhecendo a inaplicabilidade prazo de prescrição trienal do art. 206, § 3º, inciso V, do Código Civil, à pretensão de repetição de indébito decorrente de descontos indevidos, por falta de contratação de empréstimo com a instituição financeira, cujo prazo de prescrição aplicável é o quinquenal do art. 27 do CDC, o qual incide a partir do último desconto indevido. II . Questão em discussão 2. A questão em discussão consiste em analisar se o acórdão embargado teria sido omisso quanto a apreciação da existência de preclusão parcial referente aos descontos ocorridos antes do prazo de cinco anos do ajuizamento da ação. III. Razões de decidir 3 . Os Embargos de Declaração, nos estritos termos do art. 1.022 do Código de Processo Civil, são cabíveis contra qualquer decisão que contenha omissão, contradição, obscuridade ou erro material. 4 . Da análise dos autos, observo que o acórdão aplicou corretamente a jurisprudência do STJ "no sentido de que, em se tratando de pretensão de repetição de indébito decorrente de descontos indevidos, por falta de contratação de empréstimo com a instituição financeira, ou seja, em decorrência de defeito do serviço bancário, aplica-se o prazo prescricional do art. 27 do CDC" (STJ, AgInt no AREsp 1.720.909/MS, Rel . Min. Raul Araújo, Quarta Turma, DJe 24.11.2020), (...) ACÓRDÃO: Vistos, relatados e discutidos os presentes autos, acordam os Desembargadores integrantes da 2ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer dos Embargos de Declaração para dar-lhe provimento, em conformidade com o voto do Relator. Fortaleza (CE), data indicada no sistema . DESEMBARGADOR EVERARDO LUCENA SEGUNDO Relator (TJ-CE - Embargos de Declaração Cível: 02002106920228060029 Acopiara, Relator.: EVERARDO LUCENA SEGUNDO, Data de Julgamento: 18/12/2024, 2ª Câmara Direito Privado, Data de Publicação: 19/12/2024) DIREITO DO CONSUMIDOR. APELAÇÕES CÍVEIS. CONTRATAÇÃO DE TÍTULO DE CAPITALIZAÇÃO. DESCONTOS INDEVIDOS . PRESCRIÇÃO QUINQUENAL. RELAÇÃO DE CONSUMO. DEVOLUÇÃO DE VALORES EM FORMA SIMPLES E EM DOBRO. DANO MORAL CONFIGURADO . MAJORAÇÃO DA INDENIZAÇÃO. APLICAÇÃO DA SÚMULA 54 DO STJ. HONORÁRIOS ADVOCATÍCIOS MAJORADOS. RECURSO DO BANCO DESPROVIDO . RECURSO DO AUTOR PARCIALMENTE PROVIDO. I. CASO EM EXAME 1. Apelações cíveis interpostas contra sentença que julgou procedentes os pedidos do autor, Aristóbulo Ferreira Passos, para: (i) declarar a nulidade de título de capitalização; (ii) condenar a instituição financeira Bradesco Capitalização S .A. à devolução de valores descontados indevidamente, em forma simples antes de 30/03/2021 e em dobro após essa data; (iii) condenar ao pagamento de danos morais no valor de R$ 4.000,00, corrigidos a partir da sentença, com juros de mora desde a citação. 2 . A Bradesco Capitalização S.A. alega prescrição trienal e ausência de ato ilícito, defendendo a validade dos descontos e o enriquecimento sem causa do autor. No mérito, pleiteia a exclusão dos danos morais, sob argumento de mero aborrecimento . 3. O autor, em recurso, requer a majoração dos danos morais para R$ 5.000,00, aplicação dos juros de mora desde o evento danoso, nos termos da Súmula 54 do STJ, e a elevação dos honorários sucumbenciais para 20% do valor da condenação. II . QUESTÃO EM DISCUSSÃO 4. Há três questões em discussão: (i) definir se a pretensão do autor está prescrita; (ii) avaliar a existência de responsabilidade da instituição financeira pelos descontos realizados indevidamente; (iii) examinar a adequação do valor da indenização por danos morais, o termo inicial dos juros moratórios e a majoração dos honorários advocatícios. III. RAZÕES DE DECIDIR 5 . Aplica-se o prazo prescricional quinquenal previsto no art. 27 do Código de Defesa do Consumidor, por tratar-se de relação de consumo e de vícios relacionados à prestação de serviços financeiros. O termo inicial é a data do desconto indevido, conforme entendimento consolidado pelo STJ (AgInt no REsp nº 1.799 .042/MS). Conclui-se pela inexistência de prescrição. 6. Restou comprovado que os descontos realizados pelo banco réu eram indevidos, não havendo instrumento contratual válido que justificasse tais cobranças, o que caracteriza falha na prestação de serviço e configura ato ilícito . Incide a responsabilidade objetiva da instituição financeira, nos termos dos arts. 14 do CDC e 927

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	do Código Civil. 7. O dano moral é configurado diante da privação econômica causada por descontos sucessivos em benefício previdenciário de natureza alimentar, gerando angústia e abalos psicológicos à parte hipossuficiente, em violação à sua dignidade (CF/1988, art . 5º, X; CC, arts. 186 e 927). 8. A majoração da indenização por danos morais para R$ 5 .000,00 é adequada, observando os princípios da proporcionalidade e razoabilidade, o critério bifásico de fixação do STJ e precedentes do TJCE em casos análogos. 9. O termo inicial dos juros de mora, em razão da inexistência de relação contratual válida, é a data do evento danoso, conforme dispõe a Súmula 54 do STJ. 10 . Os honorários advocatícios são majorados para 12% do valor da condenação, em conformidade com o art. 85, § 11, do CPC. IV. DISPOSITIVO E TESE 11 . Recurso do banco desprovido. Recurso do autor parcialmente provido. Tese de julgamento: 1. Aplica-se o prazo prescricional quinquenal às demandas de repetição de indébito por descontos indevidos em relação de consumo, contado a partir da data do pagamento . 2. A ausência de contrato válido que ampare descontos em benefício previdenciário configura falha na prestação de serviço e enseja a devolução dos valores descontados, em dobro ou de forma simples, conforme precedentes jurisprudenciais. 3. A privação econômica recorrente, gerada por descontos indevidos em benefício de natureza alimentar, configura dano moral indenizável . 4. O termo inicial dos juros de mora, em caso de responsabilidade extracontratual, é a data do evento danoso, conforme a Súmula 54 do STJ. 5. A majoração dos danos morais deve observar os critérios de proporcionalidade, razoabilidade e jurisprudência aplicável, em consonância com as peculiaridades do caso . Dispositivos relevantes citados: CF/1988, art. 5º, X; CDC, art. 27; CC, arts. 186, 927 e 944; CPC, art . 373, II, e art. 85, § 11; Súmula 54 do STJ; Súmula 362 do STJ. Jurisprudência relevante citada: STJ, AgInt no REsp nº 1.799 .042/MS, Rel. Min. Luis Felipe Salomão, Quarta Turma, j. 19/9/2019; STJ, EAREsp nº 676 .608/RS, Rel. Min. Raul Araújo, Segunda Seção, j. 24/03/2021; TJCE, Apelação Cível nº 0200119-59 .2022.8.06.0067, Rel . Des. Marcos William Leite de Oliveira, j. 11/09/2024. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer dos recursos para negar provimento ao apelo interposto pelo banco e dar parcial provimento ao recurso de apelação interposto pelo autor, nos termos do voto do Relator . Fortaleza, 20 de novembro de 2024 CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (TJ-CE - Apelação Cível: 02007206520228060067 Chaval, Relator.: MARCOS WILLIAM LEITE DE OLIVEIRA, Data de Julgamento: 04/12/2024, 3ª Câmara Direito Privado, Data de Publicação: 04/12/2024) Além disso, é entendimento consolidado deste Egrégio Tribunal que, nas obrigações de trato sucessivo, em que os prejuízos se renovam mensalmente, o prazo prescricional tem início apenas com o pagamento da última parcela pelo consumidor ou com a quitação integral do débito: APELAÇÃO CÍVEL. DIREITO PROCESSUAL CIVIL E CONSUMIDOR. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE NEGÓCIO JURÍDICO C/C REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. EMPRÉSTIMO CONSIGNADO. PRELIMINAR DE FALTA DE INTERESSE DE AGIR. REJEITADA. DESNECESSIDADE DE PRÉVIO REQUERIMENTO ADMINISTRATIVO. PRESCRIÇÃO NÃO CONFIGURADA. PRAZO PRESCRICIONAL DE ATÉ 5 (CINCO) ANOS APÓS A OCORRÊNCIA DO ÚLTIMO DESCONTO ORIUNDO DO CONTRATO. MÉRITO. AUSÊNCIA DE DOCUMENTOS APTOS A COMPROVAR A REGULARIDADE DO NEGÓCIO JURÍDICO. CONTRATAÇÃO ILÍCITA. DANOS MORAIS E MATERIAIS CONFIGURADOS. QUANTUM INDENIZATÓRIO MORAL MANTIDO EM R$ 3.000,00. REPETIÇÃO DO INDÉBITO NA FORMA SIMPLES, NOS TERMOS DA TESE FIRMADA NO EARESP N. 676.608/RS. RESTITUIÇÃO E/OU COMPENSAÇÃO DE VALORES JÁ AUTORIZADA NA SENTENÇA. PEDIDO DO BANCO NESSE SENTIDO NÃO CONHECIDO. RECURSO PARCIALMENTE CONHECIDO E, NA PARTE CONHECIDA, DESPROVIDO. […] (Apelação Cível - 0200447-11.2023.8.06.0113, Rel. Desembargador(a) JANE RUTH MAIA DE QUEIROGA, 3ª Câmara Direito Privado, data do julgamento: 07/02/2024, data da publicação: 07/02/2024) (Destaquei) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-

Processo	0200620-41.2024.8.06.0035
	height: 150%; mso-layout-grid-align: none; text-autospace: none;"> DIREITO PROCESSUAL CIVIL E CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DE DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO CONTRATUAL. EMPRÉSTIMO CONSIGNADO. EXTINÇÃO DO PROCESSO POR PRESCRIÇÃO. RELAÇÃO DE CONSUMO. PRAZO PRESCRICIONAL DE 05 ANOS. ART. 27 DO CDC. TERMO INICIAL. DATA DO ÚLTIMO DESCONTO. PRECEDENTES DESTA CORTE E DO STJ. PRESCRIÇÃO CONFIGURADA. RECURSO CONHECIDO E NÃO PROVIDO. [...] 2. O Superior Tribunal de Justiça possui julgados no sentido de que, fundando-se o pedido na ausência de contratação de empréstimo com instituição financeira, ou seja, em decorrência de defeito do serviço bancário, aplica-se o prazo quinquenal previsto no art. 27 do Código de Defesa do Consumidor, que deve começar a fluir a partir da data do último desconto no benefício previdenciário. [...] 4. Recurso conhecido e não provido. [...] (Apelação Cível - 0001111-60.2019.8.06.0147, Rel. Desembargador(a) ANDRÉ LUIZ DE SOUZA COSTA, 4ª Câmara Direito Privado, data do julgamento: 27/02/2024, data da publicação: 27/02/2024) – Grifei. No presente caso, o último desconto efetuado pela ré deu-se em 01/10/2018 (ID 19640244 – fl. 39), no valor de R$ 18,91 (dezoito reais e noventa e um centavos), caracterizando o marco inicial do prazo prescricional. Entretanto, a demanda foi proposta apenas em 02/04/2024, ultrapassando o prazo de cinco anos estabelecido pelo art. 27 do Código de Defesa do Consumidor. Dessa forma, mostra-se acertado o reconhecimento da prescrição pelo juízo de origem. Ante o exposto, voto por CONHECER e NEGAR PROVIMENTO ao RECURSO DE APELAÇÃO, nos termos da fundamentação acima delineada, mantendo inalterada a sentença. Finalmente, considerado o entendimento assente na jurisprudência do E. STJ (AgInt no AREsp 1701211/SP, Rel. Ministro MOURA RIBEIRO, TERCEIRA TURMA, julgado em 12/04/2021, DJe 15/04/2021), no sentido de que a majoração dos honorários advocatícios sucumbenciais, em grau recursal, na forma do art. 85, § 11, do CPC/15, somente é devida nas hipóteses de desprovimento total e de não conhecimento do recurso, e desde que fixados desde a origem; majoro os honorários advocatícios para 12% (doze por cento) sobre o valor da causa, suspensa a exigibilidade, por ser a autora/apelante beneficiário da justiça gratuita. É como voto. Fortaleza, data e hora da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora <span style="font-

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Número de ordem	26
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Obrigação de Fazer / Não Fazer
Polo ativo	UNIMED DE FORTALEZA COOPERATIVA DE TRABALHO MEDICO LTDA
Advogado(s) - Polo ativo	DAVID SOMBRA PEIXOTO - (CE16477-A)
Polo passivo	RICARDO MELO FACANHA DA COSTA
Advogado(s) - Polo passivo	RICARDO MELO FACANHA DA COSTA - (CE10388-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">0116955-11.2019.8.06.0001 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DE PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO CÍVEL EM AÇÃO DE OBRIGAÇÃO DE FAZER C/C DANOS MORAIS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">26ª VARA CÍVEL DA COMARCA DE FORTALEZA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELANTE: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">UNIMED FORTALEZA SOCIEDADE COOPERATIVA MÉDICA LTDA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELADO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">RICARDO MELO FAÇANHA DA COSTA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO JULGADOR: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TERCEIRA CÂMARA DE DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATOR(A): <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <h3 style="line-height: 2.4; margin-left: 113.38582677165356pt; text-align: justify; margin-top: 10pt; margin-bottom: 10pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. PLANO DE SAÚDE. SOLICITAÇÃO DE DOCUMENTOS PARA DECLARAÇÃO DE IMPOSTO DE RENDA. FALHA NA PRESTAÇÃO DO SERVIÇO. MERO ABORRECIMENTO. DANO MORAL NÃO CONFIGURADO. AUSÊNCIA DE ABALO PSÍQUICO OU LESÃO À DIGNIDADE. RECURSO CONHECIDO E PROVIDO. SENTENÇA REFORMADA.</h3> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. CASO EM EXAME: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Apelação interposta pela Unimed Fortaleza Sociedade Cooperativa Médica LTDA contra sentença que a condenou ao pagamento de R$ 3.000,00, a título de danos morais, em favor de Ricardo Melo Façanha da Costa. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. O promovente alegou falha no fornecimento de demonstrativos de despesas médicas necessários para declaração do imposto de renda. A sentença de primeiro grau considerou configurada a falha na prestação de serviço e determinou a indenização pelos danos morais. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. QUESTÃO EM DISCUSSÃO: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A controvérsia recursal envolve: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(i) A configuração ou não de dano moral em razão da falha no fornecimento de documentos;

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	<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(ii) A distinção entre mero aborrecimento e efetiva lesão à dignidade ou integridade psíquica do consumidor. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. RAZÕES DE DECIDIR: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Embora a relação entre as partes configure consumo, a falha em questão não atingiu a esfera íntima do consumidor, de forma a causar abalo psicológico ou violação à dignidade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. O transtorno relatado caracteriza-se como mero aborrecimento, não sendo suficiente para configurar dano moral indenizável. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Reformada a sentença para julgar improcedente o pedido de indenização por danos morais, com inversão dos honorários sucumbenciais, suspensos em razão da gratuidade de justiça concedida à parte autora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO E TESE: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. Recurso conhecido e provido. Sentença reformada para julgar improcedente o pedido de indenização por danos morais. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(i) "A falha na prestação de serviços que se limita a causar mero aborrecimento, sem atingir a esfera íntima ou a dignidade do consumidor, não configura dano moral indenizável." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(ii) "A responsabilidade objetiva do fornecedor de serviços exige a comprovação de efetivo dano, sendo insuficiente a mera insatisfação ou inconveniência." <hr /> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dispositivos relevantes citados: STJ, Súmula nº 608; CDC, art. 6º, VIII; CPC/2015, arts. 86, 98, §3º, 373, 487, III, “a”, art. 1.010, II a IV. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: italic; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">Jurisprudência relevante citada: TJCE, AC nº 0244795-62.2023.8.06.0001; TJCE, AC nº 0225355-17.2022.8.06.0001. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos os autos, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHECER DO RECURSO PARA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DAR PROVIMENTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">à Apelação Cível, em conformidade com o voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Fortaleza, data e hora informadas pelo sistema. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de Apelação Cível interposta pela UNIMED FORTALEZA SOCIEDADE COOPERATIVA MÉDICA LTDA em face da sentença de ID. 18101867, proferida pela Juíza de Direito da 26ª Vara Cível da Comarca de Fortaleza nos autos da Ação de Obrigação de Fazer c/c Danos Morais, ajuizada por RICARDO MELO FAÇANHA DA COSTA, que julgou procedente a pretensão autoral, cujo dispositivo segue abaixo transcrito:

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	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(...) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dessa forma, verifica-se que o cumprimento da obrigação de fazer, pela parte requerida, no curso do processo, implica o reconhecimento da procedência do pedido, com a extinção do feito, com julgamento de mérito, nos termos do artigo 487, II , a, do CPC, prosseguindo o feito com relação à reparação pelos danos morais alegados. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(...) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ante todo o exposto, JULGO PROCEDENTE o pleito autoral para condenar a promovida ao pagamento de indenização por danos morais, no valor de R$ 3.000,00 (três mil reais), corrigido monetariamente pelo índice IPCA, a contar da dada da sentença (Súmula 362 do STJ), e acrescido de juros moratórios pela Taxa SELIC, descontado a variação do IPCA e desconsiderando-se eventuais juros negativos, fixados a partir da data da citação, na forma determinada pelo artigo 406 do Código Civil, extinguindo o presente feito com resolução de mérito, nos termos do artigo 487, I do CPC. Pelo ônus da sucumbência, arcará a parte ré com as custas e despesas processuais, bem como honorários advocatícios da parte contrária, que fixo em 10% sobre o valor da condenação, nos termos do artigo 85, § 2º, do CPC. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(...) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em suma, a magistrada <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">a quo <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">fundamentou que restou demonstrada a falha na prestação de serviço por parte da Operadora de Plano de Saúde (OPS) ao não fornecer os documentos solicitados, razão pela qual fixou a condenação ao pagamento de indenização por dano moral no valor de R$ 3.000,00 (três mil reais), sob a observância dos princípios da proporcionalidade e razoabilidade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nas razões da apelação de ID. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1810187<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1, a apelante sustenta que não há que se falar em descumprimento contratual, uma vez que não houve falha no serviço por parte da cooperativa, visto que anexou nos autos a documentação solicitada pelo promovente, por própria liberalidade. Sendo assim, a promovida alega que a situação relatada é caracterizada como um mero aborrecimento, de forma que não merece prosperar o pedido de indenização. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal;

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	text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em contrapartida, caso seja reconhecida a falha da prestação de serviço por parte da Operadora de Planos de Saúde (OPS), requer subsidiariamente a minoração da fixação do <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">quantum <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">indenizatório por danos morais. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sem contrarrazões apresentadas pela parte autora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Passo a fundamentar obedecendo ao art. 93, IX, da CF e art. 489, §1º, IV do CPC e decidir. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Admissibilidade: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">No que tange aos pressupostos recursais, a tempestividade refere-se à interposição do recurso dentro do prazo estabelecido em lei, garantindo a regularidade temporal para a sua admissão (CPC, art. 1.003). Já a legitimidade das partes assegura que estas possuem interesse jurídico e são diretamente afetadas pela decisão judicial, garantindo a eficácia e a pertinência do processo (CPC, arts. 17 e seguintes). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Por fim, ressalta-se que o preparo do recurso foi devidamente recolhido, nos moldes dos documentos de ID. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18101872<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1810187<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3 e 18101875. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style:

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	normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Logo, presentes os pressupostos que autorizam a admissibilidade do recurso apelativo, recebo-o e passo a apreciá-lo nos termos em que estabelece o art. 1.010 e seguintes do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Mérito: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">In casu<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, a pretensão recursal formulada cinge-se ao reexame do quadro fático da sentença <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">a quo <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">que julgou procedente o pedido da exordial na ação em epígrafe. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De início, insta consignar que é dever da apelante apresentar fatos e fundamentos jurídicos que amparam sua pretensão de reforma da sentença, confrontando especificamente as razões de decidir sustentadas pelo juízo de primeiro grau e formulando, ao final, o pedido de nova decisão. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Analisando a peça recursal, constata-se que, após ter narrado resumidamente os fatos objetos da lide, a recorrente refutou os fundamentos da decisão contra a qual se irresigna e declinou as razões pelas quais pretende vê-la reformada, o que atende ao disposto no art. 1.010, incisos II a IV, do Código de Processo Civil, segundo o qual: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 1.010. A apelação, interposta por petição dirigida ao juízo de primeiro grau, conterá: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(...) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II - a exposição do fato e do direito; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III - as razões do pedido de reforma ou de decretação de nulidade; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV - o pedido de nova decisão; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(...) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Após essas considerações, é cediço que

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	os contratos de plano de saúde têm como principal objeto a disponibilização dos meios necessários, compreendidos como hospitais, profissionais e materiais, para manutenção e restabelecimento da saúde do segurado em caso de eventual necessidade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Neste sentido, salienta-se que o Código de Defesa do Consumidor deve ser aplicado aos contratos de plano de plano de saúde, em virtude da relação de consumo existente entre os beneficiários e as operadoras de planos de saúde, devendo sempre adotar a interpretação mais favorável ao consumidor, conforme o entendimento da Súmula nº 608 do STJ. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">À vista disso, com fulcro no art. 6º, VIII, do Código de Defesa do Consumidor, aplica-se a inversão do ônus da prova em favor do consumidor, de maneira que a Operadora de Planos de Saúde (OPS) deverá produzir provas para comprovar as alegações de fato impeditivo, modificativo ou extintivo do direito do autor. No entanto, salienta-se que compete à parte autora demonstrar a veracidade do direito que alega possuir, sob a observância das regras de distribuição do ônus da prova prevista no art. 373, do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sob a análise dos autos, verifica-se que o autor protocolou um requerimento junto à promovida, na data de 18/02/2019, solicitando os demonstrativos de despesas médicas para o desconto do imposto de renda dos anos de 2017 e 2018, para a continuidade do seu plano de saúde por meio da inscrição no PAD. Contudo, a Operadora de Planos de Saúde (OPS) forneceu apenas os demonstrativos referentes ao período de maio a dezembro de 2018, afirmando que os demonstrativos de 2017 a abril de 2018 deveriam ser obtidos com o Colégio Nossa Senhora das Graças, sob a argumentativa de que o demandante ainda era empregado da instituição no início daquele ano. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Dito isso, o autor juntou aos autos a proposta de adesão ao benefício (PAD), a solicitação do atendimento ao cliente e a resposta da operadora, com base nos ID´s. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18101568<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18101571 <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">e <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18101572<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, portanto, o promovente demonstrou a veracidade do direito que alega

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	possuir. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Por outro lado, a parte ré não produziu provas para comprovar as alegações de fato impeditivo, modificativo ou extintivo do direito do autor. Em verdade, releva ponderar que a promovida anexou aos autos os documentos demonstrativos de despesas médicas referentes aos exercícios de 2017 a abril de 2018, conforme observa-se nos ID´s. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18101755 e 18101751<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesta toada, entendo que a magistrada da 1ª instância acertou ao determinar a extinção do feito, com julgamento de mérito, nos termos do artigo 487, III , <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">a<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Com relação aos danos morais, salienta-se que seu conceito é amplo e relaciona-se à dignidade da pessoa humana e esta, aos direitos fundamentais, ou a certos direitos fundamentais, dentre os quais o direito à honra em seus dois aspectos, subjetivo: a consciência que a pessoa tem de si mesma, e o objetivo: o valor que confere à conduta de certa pessoa para garantir a dignidade perante a sociedade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Neste viés, a apelante argumenta que não houve defeito no serviço, haja vista que a obrigação foi satisfeita, e que a Operadora de Planos de Saúde (OPS) não se furtou de cumprir com o contrato e com as obrigações a qual se vinculou com o beneficiário, portanto, não merecia prosperar o pedido de indenização por danos morais. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sob esse viés, apesar do autor demonstrar a veracidade do direito que alega possuir, entendo que o fato não afligiu a esfera íntima do consumidor, sendo assim, verifico que inexiste o dever de indenizar quanto aos supostos danos morais, por ausência de abalo psíquico digno de indenização. Nesse sentido: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: APELAÇÃO CÍVEL. PLANO DE SAÚDE. PACIENTE PORTADOR DE TRANSTORNO DE ESPECTRO AUTISTA (TEA). PEDIDO DE TRATAMENTO PELO MÉTODO MIG FORA DA REDE CREDENCIADA . IMPOSSIBILIDADE. POSSIBILIDADE DE TRATAMENTO FORA DA REDE CREDENCIADA APENAS EM CASOS DE INDISPONIBILIDADE OU INEXISTÊNCIA DE PROFISSIONAIS HABILITADOS NA TÉCNICA INDICADA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DANO À PERSONALIDADE NÃO CONFIGURADO. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align:

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	baseline; white-space: pre-wrap;">RECURSO CONHECIDO E DESPROVIDO . SENTENÇA MANTIDA. 1. Cinge-se a controvérsia em analisar a possibilidade de fornecimento do tratamento do infante na Clínica Evolutio, clínica não credenciada na operadora de planos de saúde, ora Apelada. 2 . Somente quando não for possível a utilização de serviços próprios, contratados ou credenciados pelas operadoras, deve a contratante reembolsar as despesas gastas com o tratamento médico de seu usuário fora da rede credenciada. Ainda sobre o assunto, a Resolução Normativa nº 566/2022, da ANS, dispõe que somente é admitida a realização de atendimentos/tratamentos por prestador não integrante da rede assistencial do plano quando há indisponibilidade ou inexistência de profissionais integrantes da rede pertencente à operadora de saúde. 3. A operadora de planos de saúde, in casu, logrou demonstrar que possui rede credenciada, com espaços e profissionais com expertise para desempenhar a terapêutica que fora indicada ao beneficiário (fls . 108/126). Assim, é possível concluir que a Unimed Fortaleza fornece, na sua rede credenciada, o mesmo tratamento de que o Autor/Apelante necessita. Razão não há, portanto, para se determinar a cobertura do tratamento em clínica que já o acompanhava, a saber, a clínica Evolutio, com reembolso integral das despesas, pois o caso não se amolda às exceções especificadas no inciso VI do art. 12 da Lei nº 9 .656/98. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Quanto aos danos morais, somente os fatos capazes de interferir intensamente no comportamento psicológico do indivíduo podem justificar o seu reconhecimento, sob pena de banalização do instituto. Contudo, na situação destes autos, é preciso ter em mente que a operadora, ora Apelada, não negou o tratamento com os profissionais necessários, tão somente negou o tratamento em clínica não credenciada, informando que atualmente realiza atendimento no Centro Especializado em Autismo e outros Transtornos do Desenvolvimento - CEATD (credenciada) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. Além disso, a jurisprudência tem entendido reiteradamente que somente é cabível a condenação em indenização por danos morais quando, da conduta da operadora de plano de saúde, resultar agravamento da condição de dor, abalo psicológico e outros prejuízos à saúde do paciente, situação que não ficou demonstrada neste caso. Indevido, portanto, o pleito de condenação da ré/apelada ao pagamento de indenização por danos morais. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6 . Recurso conhecido e desprovido. Sentença mantida. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer do recurso, mas para negar-lhe provimento, nos termos do voto do relator. Fortaleza, data da assinatura digital no sistema eletrônico . DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (TJ-CE - Apelação Cível: 0244795-62.2023.8.06 .0001 Fortaleza, Relator.: JOSE RICARDO VIDAL PATROCÍNIO, Data de Julgamento: 12/06/2024, 1ª Câmara Direito Privado, Data de Publicação: 12/06/2024, GN) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: APELAÇÃO CÍVEL. DIREITO PROCESSUAL CIVIL E DIREITO DO CONSUMIDOR. AÇÃO DE OBRIGAÇÃO DE FAZER PARA RESTABELECIMENTO DE PLANO DE SAÚDE C/C PEDIDO DE INDENIZAÇÃO POR DANOS MORAIS E TUTELA DE URGÊNCIA. RESCISÃO UNILATERAL POR INADIMPLEMENTO . AUSÊNCIA DE NOTIFICAÇÃO PESSOAL. CARTA COM AVISO DE RECEBIMENTO ENVIADA PARA ENDEREÇO DIVERSO DOS CONSTANTES NO CONTRATO DA CONSUMIDORA. RESCISÃO INDEVIDA. RESTABELECIMENTO DO CONTRATO DE PLANO DE SAÚDE . PLEITO DE INDENIZAÇÃO POR DANOS MORAIS. INEXISTÊNCIA DE INDÍCIOS OU PROVA NOS AUTOS DE NEGATIVA DE ATENDIMENTO OU DE INTERRUPÇÃO DE TRATAMENTO CONTINUADO OU AGRAVAMENTO DA CONDIÇÃO DE SAÚDE DA BENEFICIÁRIA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DANOS MORAIS NÃO CONFIGURADOS. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RECURSO CONHECIDO E PARCIALMENTE PROVIDO . SENTENÇA REFORMADA APENAS PARA RESTABELECER O CONTRATO DE PLANO DE SAÚDE DA AUTORA. 1. Cinge-se a controvérsia recursal em verificar o acerto/desarcerto da

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	sentença recorrida que confirmou a rescisão unilateral, em razão do inadimplemento, do plano de saúde firmado entre a autora e a Unimed Fortaleza ¿ Sociedade Cooperativa Médica Ltda. e se cabe indenização por danos morais em razão desta rescisão . 2. De fato, a Lei nº 9.656/98 (Dispõe sobre os planos e seguros privados de assistência à saúde), traz a possibilidade de rescisão unilateral do contrato em caso de inadimplência. Entretanto, da leitura do supracitado dispositivo, verifica-se que são necessários dois requisitos cumulativos para que seja possível a rescisão unilateral, quais sejam, a inadimplência da mensalidade por mais de 60 (sessenta) dias e a notificação até o quinquagésimo dia . 3. Embora incontroverso o inadimplemento da consumidora, analisando os autos, observa-se que o aviso de recebimento colacionado na fl. 61 dos autos, foi devolvido pela inexistência do número constante no endereço do destinatário. Ocorre que, conforme documentos juntados às fls . 98/106 e 107/119, os endereços (pessoal e profissional) que constam em ambos os contratos são divergentes daquele para qual foi enviada a carta de aviso referente a rescisão contratual do plano de saúde. 4. Logo, apesar do plano de saúde alegar conformidade com as disposições legais, não restou comprovado que a notificação pessoal da consumidora, de fato, ocorreu, pois foi enviada para endereço diverso dos constantes no contrato e, além do mais, a carta foi devolvida por inexistência do número indicado. 5 . Quanto aos danos morais, assente o entendimento do Superior Tribunal de Justiça no sentido de que o simples inadimplemento contratual não enseja, em regra, o dano moral indenizável <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. No caso em tela, não restou demonstrado agravamento da condição de dor, abalo psicológico ou outros prejuízos à saúde da beneficiária do contrato seguro saúde que motive a reparação por dano moral. Em que pese a ilicitude da conduta da parte apelante, a autora/recorrida não acostou aos autos qualquer elemento de prova apto a demonstrar a negativa de atendimento ou a interrupção de tratamento continuado, alegando, apenas, que é mãe de duas crianças e pensar na possibilidade de que seus filhos pudessem adoecer é um tormento, causando-lhe sofrimento. 7 . Assim, estando a sentença vergastada em parcial desconformidade com os precedentes do Superior Tribunal de Justiça, imperioso dar parcial provimento ao recurso apelatório reconhecendo a ilegalidade da rescisão unilateral do contrato pela ausência de notificação extrajudicial válida e restabelecendo o plano de saúde da parte autora. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">8. Recurso conhecido e parcialmente provido. Sentença reformada . ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em CONHECER DO RECURSO, para DAR-LHE PARCIAL PROVIMENTO, reformando-se a sentença a fim de restabelecer o contrato de plano de saúde da autora, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. DESEMBARGADOR DJALMA TEXEIRA BENEVIDES Presidente do Órgão Julgador JUIZ CONVOCADO PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023 Relator (TJ-CE - Apelação Cível: 0225355-17 .2022.8.06.0001 Fortaleza, Relator.: PAULO DE TARSO PIRES NOGUEIRA - PORT . 2696/2023, Data de Julgamento: 03/04/2024, 3ª Câmara Direito Privado, Data de Publicação: 03/04/2024, GN) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Pelo fio exposto, imperioso dar provimento ao recurso apelatório, tendo em vista que os elementos probatórios coligidos nos autos denotam mero dissabor, insuficiente para configurar os danos morais pleiteados em favor do autor. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DISPOSITIVO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em face do exposto, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHEÇO DO PRESENTE RECURSO PARA DAR-LHE PROVIMENTO, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">nos termos deste voto, reformando-se a sentença para julgar improcedente o pedido de condenação ao pagamento de indenização por dano moral. <p style="line-height: 2.4; text-indent: 70.86614173228347pt; text-align:

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	justify; margin-top: 10pt; margin-bottom: 10pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em razão do resultado do recurso, inverto os honorários de sucumbência, isto com fundamento no art. 86, do CPC, nos exatos moldes contidos no ato sentencial, pelo que, agora, o responsável pelo pagamento é a parte autora. Contudo, sob a condição suspensiva, diante da gratuidade judiciária concedida em favor da parte autora, nos moldes do art. 98, §3º, do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora do sistema. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora EPN/L

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Número de ordem	27
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Tarifas
Polo ativo	EXPEDITA PINTO DE ARAUJO
Advogado(s) - Polo ativo	TALES LEVI SANTANA DE MORAIS - (CE41842-A)
Polo passivo	BANCO BRADESCO S/A
Advogado(s) - Polo passivo	THIAGO BARREIRA ROMCY - (CE23900-A)
Terceiros	Não informado

Processo	0201198-98.2024.8.06.0133
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <div id="WACViewPanel_ClipboardElement" class="WACEditing EditMode EditingSurfaceBody FireFox WACViewPanel_DisableLegacyKeyCodeAndCharCode usehover" style="overflow: hidden; visibility: visible; direction: ltr;"> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> NÚMERO DO PROCESSO: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 0201198-98.2024.8.06.0133 <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> TIPO DO PROCESSO: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> APELAÇÃO CÍVEL EM AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C REPETIÇÃO DE INDÉBITO E DANOS MORAIS <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-

Processo	0201198-98.2024.8.06.0133
	decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ORIGEM: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 2ª <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> VARA DA COMARCA DE NOVA RUSSAS <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> APELANTE: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> EXPEDITA PINTO DE ARAÚJO <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> APELADO: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> BANCO BRADESCO S . A . <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ÓRGÃO JULGADOR: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> TERCEIRA CÂMARA DE DIREITO PRIVADO <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun

Processo	0201198-98.2024.8.06.0133
	SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> RELATORA: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> EMENTA: DIREITO DO CONSUMIDOR. DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C REPETIÇÃO DE INDÉBITO E DANOS MORAIS <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> . VIOLAÇÃO À DIALETICIDADE. INOCORRÊNCIA. IMPUGNAÇÃO À ASSINATURA APOSTA NO CONTRATO. PEDIDO EXPRESSO PARA REALIZAÇÃO DE PERÍCIA GRAFOTÉCNICA. PROVA IMPRESCINDÍVEL AO DESLINDE DA CAUSA. CERCEAMENTO DE DEFESA CONFIGURADO. TEMA 1061 DO STJ. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS AO JUÍZO DE ORIGEM PARA DILAÇÃO PROBATÓRIA. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> 01. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Caso em exame: <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Trata-se de Apelação Cível interposta por Expedita Pinto de Araújo, objurgando sentença de ID 18242029, proferida pelo MMa

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	. Juíza de Direito da 2ª Vara da Comarca de Nova Russas, que nos autos da Ação Declaratória de Inexistência de Débito C/C Repetição de Indébito e Danos Morais, movida pela ora recorrente em desfavor do Banco Bradesco S.A., julgou improcedente a pretensão autoral. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> 02. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Questão em discussão: <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Cinge-se a controvérsia recursal em verificar a ocorrência, ou não, de cerceamento de defesa ante a não realização de perícia grafotécnica, mesmo existindo prévio pedido de produção de prova pela parte autora, em conformidade com o Tema Repetitivo nº 1.061 do STJ. </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW19974636 BCX2" style="color: #1c1c1c; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 03. <span class="TextRun SCXW19974636 BCX2" style="color: #1c1c1c; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Preliminar instalada em sede de contrarrazões. Violação à dialeticidade recursal. Inocorrência: <span class="TextRun SCXW19974636 BCX2" style="color: #1c1c1c; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Na hipótese dos autos, houve ataque frontal à sentença, pois a demandante repisou sua versão dos fatos, defendendo que o juízo primevo incorreu em <span class="TextRun SCXW19974636 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> error in judicando <span class="TextRun SCXW19974636 BCX2" style="color: #1c1c1c; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> . Preliminar, pois, rejeitada. </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> 04. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Razões de decidir: <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial,

Processo	0201198-98.2024.8.06.0133
	"Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> A despeito da fundamentação descrita pela juíza singular, a prova pericial grafotécnica é essencial para a demonstração de validade da contratação, com o fito de atingir um juízo valorativo baseado em substrato robusto e desprovido de incertezas, não sendo o caso de utilizar regras de experiência ordinárias. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> 05. Na espécie, a própria demandante, na condição de consumidor a , impugnou a assinatura aposta no instrumento contratual, <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> cabendo à instituição financeira o ônus de provar a autenticidade, de acordo com a tese firmada no Tema 1.061 do STJ: <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> “na hipótese em que o consumidor/autor impugnar autenticidade da assinatura constante em contrato bancário juntado ao processo pela instituição financeira, caberá a esta o ônus de provar a autenticidade (CPC, arts . 6º, 369 e 429, II)” <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> 06. <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Dessa forma, ao considerar necessária a produção de provas essenciais à resolução deste litígio e que a magistrada não deve se furtar ao conhecimento e à avaliação dos fatos , em paralelo ao conjunto probatório organizado e produzido mediante o exercício da ampla defesa e do contraditório, impera-se anular a sentença recorrida diante do cerceamento de defesa. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> 07. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Dispositivo e Tese: <span class="TextRun SCXW118856610

Processo	0201198-98.2024.8.06.0133
	BCX2" style="color: #111111; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Recurso conhecido e provido. Sentença anulada, com o retorno dos autos ao juízo de origem, a fim de que seja realizada a perícia grafotécnica. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun EmptyTextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito P rivado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> CONHECER DA APELAÇÃO PARA DAR-LHE PROVIMENTO, <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> no sentido de anular a sentença e determinar o retorno dos autos à origem para o regular prosseguimento da ação, a fim de que seja realizada a perícia grafotécnica, em conformidade com o voto da Relatora. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 20.7px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 20.7px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610

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	BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Presidente do Órgão Julgador <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 20.7px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 20.7px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 20.7px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Relatora <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 20.7px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> RELATÓRIO <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal;

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	vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Trata-se de Apelação Cível interposta por Expedita Pinto de Araújo, objurgando sentença de ID 18242029, proferida pelo MMa . Juíza de Direito da 2ª Vara da Comarca de Nova Russas, que nos autos da Ação Declaratória de Inexistência de Débito C/C Repetição de Indébito e Danos Morais, movida pela ora recorrente em desfavor do Banco Bradesco S .A. , julgou improcedente a pretensão autoral, extinguindo o feito com resolução de mérito , cujo dispositivo segue abaixo transcrito: <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> [...] Diante do exposto, com fulcro no art. 487, inciso I, do CPC, com resolução de mérito, <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> JULGO IMPROCEDENTES <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> os pedidos, por entender que não houve irregularidade nas cobranças. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Condeno a autora ao pagamento das custas, já que sucumbente, nas despesas processuais e honorários advocatícios que fixo em 10% (dez por cento) do valor dado à causa, conforme o artigo 85, § 2º do Código de Processo Civil. Tais pagamentos ficam suspensos por ser a parte autora beneficiária da Assistência Judiciária, conforme artigo 98, § 3º do Código de Processo Civil [...] <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR"> <span

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	class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Adoto o relatório formulado na sentença, transcrevendo-o: <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> “Trata-se de AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C REPETIÇÃO DE INDÉBITO E DANOS MORAIS (TARIFA BANCÁRIA CESTA B. EXPRESSO4) ajuizada por EXPEDITA PINTO DE ARAÚJO, em face de BANCO BRADESCO S.A., ambos já qualificados nos presentes autos. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> A autora afirma, em síntese, sofreu com a cobrança de tarifas pela empresa Ré, verificando que se referiam a “TARIFA BANCARIA CESTA B. EXPRESSO4”, sem qualquer previsão contratual válida. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Pelo que expôs, requereu procedência do pedido para que seja declarada inexistência/nulidade do contrato, e restituição simples e em dobro dos valores descontados indevidamente mais fixação de indenização por danos morais. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Despacho de ID 126123392 recebeu a inicial, deferiu a gratuidade de justiça, concedeu a inversão do ônus da prova, determinou a realização de audiência de

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	conciliação e a citação do requerido. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Ata de audiência de conciliação de Id 126123407. Contestação apresentada pela Instituição Bancária nas págs. 64/78. Na oportunidade foram suscitadas, preliminarmente, a prescrição do direito da autora. Quanto ao mérito, requereu a improcedência da demanda, alegando, em suma, legitimidade da cobrança, que houve contratação. Por fim, requerer a improcedência dos pedidos. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Instada a se manifestar acerca da peça contestatória, a requerente apresentou réplica em ID 130370498 rebatendo os pontos arguidos pelo requerido.” <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Sentença de ID 18242029 julgou improcedentes os pedidos iniciais . <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Apelação de ID 18242031, n a qual a autor a defende, quanto ao mérito, a ocorrência de cerceamento de defesa e violação aos princípios do contraditório e da ampla defesa , vez que requereu a realização de perícia grafotécnica em sede de réplica (I D 18242027 <span

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	class="NormalTextRun SCXW118856610 BCX2">) , diante da impugnação da assinatura constante no contrato apresentado, no entanto a magistrada indeferiu o pedido e julgou antecipadamente o feito. Aventa que a negativa judicial à produção de prova frustra o exercício pleno da sua defesa , na medida que somente através de tal diligência seria possível elucidar questões técnicas essenciais ao deslinde do feito. Sustenta, por fim, q ue não houve prévio consentimento e autorização para a realização dos débitos , razão pela qual conclui-se que o negócio jurídico é inválido e os descontos indevidos. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Desta feita, requer o conhecimento do presente recurso e, no mérito, que seja totalmente provido para fins de decretar a nulidade do contrato e condenar o requerido ao pagamento de danos morais, e subsidiariamente, a anulação da senten ça, determinando o retorno do processo à instância primeva, com o fito de realização da prova pericial. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Contrarrazões d e ID 18242050. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> É o relatório. <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Decido. </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent;

Processo	0201198-98.2024.8.06.0133
	color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 98px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 18px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> VOTO <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 18px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 18px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <div id="WACViewPanel_ClipboardElement" class="WACEditing EditMode EditingSurfaceBody FireFox WACViewPanel_DisableLegacyKeyCodeAndCharCode usehover" style="overflow: hidden; visibility: visible; direction: ltr;"> <p class="Paragraph SCXW52465465 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> 1. PRELIMINAR INSTALADA EM CONTRARRAZÕES. VIOLAÇÃO À DIALETICIDADE RECURSAL. INOCORRÊNCIA. </p> <p class="Paragraph SCXW52465465 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW52465465 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Passo à análise de preliminar suscitada em sede de contrarrazões, relativa ao não conhecimento da apelação por violação ao princípio da dialeticidade. Defendeu o réu apelado que não houve o combate específico aos fundamentos da sentença. </p> <div id="WACViewPanel_ClipboardElement" class="WACEditing EditMode EditingSurfaceBody FireFox WACViewPanel_DisableLegacyKeyCodeAndCharCode usehover" style="overflow: hidden; visibility: visible; direction: ltr;"> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Não há óbice ao conhecimento do apelo. <span class="EOP SCXW137075578 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent:

Processo	0201198-98.2024.8.06.0133
	94px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Dispõe o art. 1.010 do CPC que a apelação conterá a exposição dos fatos e do direito que justificam o pedido de reforma da sentença. <span class="EOP SCXW137075578 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Assim, a petição do recurso deve ser elaborada de modo que, ao ser lida, propicie ao órgão <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> ad quem <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> inferir os pontos controvertidos da decisão atacada, os fatos e os fundamentos jurídicos que embasam o pedido de reforma, constituindo pressuposto objetivo de sua admissibilidade, portanto, a motivação. Sem esta , não pode a instância revisora proceder à apreciação da irresignação, sob pena de se afrontarem os princípios da dialeticidade e da adstrição. <span class="EOP SCXW137075578 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Leciona Humberto Theodoro Júnior: <span class="EOP SCXW137075578 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 10.6px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 11pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> "Constitui, ainda, pressuposto do recurso, a motivação, pois 'recurso interposto sem motivação constitui pedido inepto'. Daí estar expressa essa exigência no tocante à apelação (art. 514, II), ao agravo de instrumento (art. 524, I e II), aos embargos de declaração (art. 536), recurso extraordinário e ao especial (art. 541, III), e implícita no que tange aos embargos infringentes (art. 531). Disse muito bem Seabra Fagundes, que, se o recorrente não dá 'as razões do pedido de novo julgamento, não se conhece do recurso por formulado sem um dos requisitos essenciais'. É que sem explicitar os motivos da impugnação, o Tribunal não tem sobre o que decidir e a parte contrária não terá do que se defender. Por isso é que todo pedido, seja inicial seja recursal, é sempre apreciado, discutido e solucionado a partir da causa de pedir (isto é, de sua motivação)."(Curso de Direito Processual Civil. 41.ª ed. Rio de Janeiro: Forense, 2004. p. 521-522) <span class="EOP SCXW137075578 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <div class="OutlineElement Ltr

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	SCXW137075578 BCX2" style="direction: ltr;"> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> No caso, os argumentos lançados nas razões do recurso são suficientes para impugnar a sentença, eis que a autor a apelante combateu especificamente a fundamentação do <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> decisum <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> objurgado <span class="EOP SCXW137075578 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Dessarte, o presente recurso impugna o que foi decidido pela instância de origem, apresentando razões que não estão dissociadas dos fundamentos contidos na sentença. <span class="EOP SCXW137075578 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW137075578 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 10.6px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW137075578 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Rejeito, portanto, a preliminar de não conhecimento da apelação, por ofensa ao princípio da dialeticidade. <span class="TextRun SCXW137075578 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> <span class="EOP SCXW137075578 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> 2. JUÍZO DE ADMISSIBILIDADE </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Coexistindo os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo.

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	<span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> 3 . MÉRITO </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Cinge-se a controvérsia recursal em verificar a ocorrência, ou não, de cerceamento de defesa ante a não realização de perícia grafotécnica, mesmo existindo prévio pedido de produção de prova pela parte autora, em conformidade com o Tema Repetitivo nº 1.061 do STJ. </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Prima facie <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> , faz-se necessário dizer que o direito de produzir prova engloba o direito à adequada oportunidade de requerer a sua produção, o direito de participar da sua realização e o direito de falar sobre os seus resultados. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> É inquestionável que a prova ocupa um papel determinante no processo de conhecimento, já que meras alegações, desacompanhadas de elementos capazes de demonstrá-las, pouca ou nenhuma utilidade trarão à parte interessada, pois serão tidas por inexistentes. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Na hipótese vertente, trata-se d a apreciação d o Termo de Opção à Cesta de Serviços Bradesco Expresso , supostamente <span

Processo	0201198-98.2024.8.06.0133
	class="NormalTextRun SCXW118856610 BCX2">assina do pel a autor a . A Instituição Financeira apresentou o respectivo documento em sede de contestação, conforme ID 182 42015 . <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Compulsando os autos, verifica-se que a magistrada de piso firmou entendimento no sentido de que , <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> in ver bis <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> : <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: -6px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> “ [...] <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> In casu , a matéria prescinde de maiores dilação probatórias, especialmente ante a documentação carreada aos autos. Destaco, ainda, que a prova grafotécnica se faz desnecessária, eis que o fundamento para julgamento do feito independe da verificação da regularidade da assinatura [...] . <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify;

Processo	0201198-98.2024.8.06.0133
	margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> [...] Assim, no caso em apreço, ainda que não se reconheça a assinatura de iD 128097244, restou caracterizado que a parte demandante usufrui, em seu dia a dia, dos serviços de referido pacote. Ainda, há comprovação de contratação com assinatura eletrônica em ID 128097243, contendo expressamente TERMO DE OPÇÃO À CESTA DE SERVIÇOS. [...]” </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Não obstante a fundamentação descrita pela juíza singular, considero imprescindível, no caso, determinar a realização de prova pericial grafotécnica . Explico- me. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> A Resolução Banco Central do Brasil nº 3.919/2010, que altera e consolida as normas sobre cobrança de tarifas pela prestação de serviços por parte das instituições financeiras prevê, em seu art. 1º e art. 8º, que a tarifa deve estar prevista no contrato firmado entre a instituição e o cliente ou ter sido o respectivo serviço previamente autorizado ou solicitado por ele, <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> in verbis : <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px 147px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Art. 1º. A cobrança de remuneração pela prestação de serviços por parte das instituições financeiras e demais instituições autorizadas a funcionar pelo Banco Central do Brasil, conceituada como tarifa para fins desta resolução, deve estar prevista no contrato firmado entre a instituição e o cliente ou ter sido o respectivo serviço previamente autorizado ou solicitado pelo cliente ou pelo usuário. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-

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	weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px 147px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Art. 8º. A contratação de pacotes de serviços deve ser realizada mediante contrato específico. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 75px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Já seu art. 17 exige a identificação clara das tarifas debitadas em contas de depósitos à vista ou poupança de pessoas naturais nos extratos bancários. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px 147px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Art. 17. As tarifas debitadas em conta de depósitos à vista ou de poupança de pessoas naturais devem ser identificadas no extrato de forma clara, com utilização, no caso dos serviços prioritários, da padronização de que trata o art. 3º. <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 75px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Do mesmo modo, o art. 1º da Resolução BCB n. 4.196/2016 determina que as instituições financeiras devem esclarecer ao consumidor sobre a faculdade de optar pela necessidade de adesão ou contratação específica de pacote de serviço, pela utilização de serviços e pagamento de tarifas individualizados, devendo constar, de forma destacada, do contrato de abertura de conta de depósitos (conta corrente). <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 75px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Volvendo ao caso concreto, verifica-se que a promovente logrou êxito em provar minimante os fatos por si deduzidos, na medida em que demonstrou os descontos realizados em sua conta bancária, oriundo da tarifa em questão, a qual afirma desconhecer, consoante documentos de IDs 18241961 , 18241963 , <span class="NormalTextRun SCXW118856610

Processo	0201198-98.2024.8.06.0133
	BCX2">18241964 , 18241965, 18241966, 18241967 e 18241969 . <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 75px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> O banco requerido, por sua vez, defendeu a higidez da contratação e carreou aos autos a seguinte documentação : <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Termo de Opção à Cesta de Serviços de ID 18242009 ; Ficha – Proposta de Abertura de Conta de Depósito “Pessoa Física” de ID 18242015 (fls. 1/ 4), Termo de Opção à Cesta de Serviços Bradesco Expresso de ID 18242015 (fls. 5 /6), Termo de Adesão a Produtos e Serviços _ Pessoa Física - Bradesco Expresso de ID 18242015 e Autorização de Reserva de Margem Consignável - Cartão de Crédito Consignado (fl s . 7 /9), bem como cópias dos documentos pessoais da requerente ID 18242015 (fls. 10/12) . <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Entretanto, com base no que se constata do exame do caderno processual, a demandante , quando instada a apresentar réplica e esclarecer se pretendia produzir outras provas, afirmou não ser sua a assinatura no contrato anexado e requereu a produção de perícia grafotécnica, a fim de verificar a regularidade do negócio jurídico, porém, tal requerimento foi indeferido pel a ju íza <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont",

Processo	0201198-98.2024.8.06.0133
	"Arial_MSFontService", sans-serif;" lang="PT-BR"> a quo <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> , e, em seguida, a ação julgada improcedente. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Perceba-se que a própria autor a , na condição de consumidor a , impugnou a assinatura aposta n o instrumento contratual que supostamente ampara a cobrança da tarifa objeto da presente ação , cabendo , portanto , à instituição financeira o ônus de provar a autenticidade, de acordo com a tese firmada no Tema 1.061 do STJ: <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> “na hipótese em que o consumidor/autor impugnar autenticidade da assinatura constante em contrato bancário juntado ao processo pela instituição financeira, caberá a esta o ônus de provar a autenticidade (CPC, arts . 6º, 369 e 429, II)” <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Acrescente-se que, uma vez contestada a firma constante em documento, incumbe à parte que o produziu provar a sua autenticidade, consoante se extrai do art. 429, II, do CPC. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Se o magistrado entende não ser essencial a prova requerida pela parte interessada, o saneamento do processo consiste em momento ideal para justificar o indeferimento da solicitação, delimitando “ <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont",

Processo	0201198-98.2024.8.06.0133
	"Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> as questões de fato sobre as quais recairá a atividade probatória, especificando os meios de prova admitidos” <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (art. 357, inciso II, CPC), o que implica, se for o caso, impossibilidade do julgamento imediato da lide. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Entretanto, a juíza de 1º grau optou por indeferir o pedido de prova pericial e já proferiu julgamento com esteio nas provas acostadas aos autos. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Considerando que a <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Resolução do Banco Central do Brasil nº 3.919/2010 <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> expressamente determina que <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> a tarifa deve estar prevista no contrato firmado entre a instituição e o cliente ou ter sido o respectivo serviço previamente autorizado ou solicitado por ele, e que o instrumento contratual apresentado pela instituição bancária, que supostamente autoriza a cobra nça , apresenta assinatura impugnada pela demandante, <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> a produção da prova pericial, consistente na perícia grafotécnica, não poderia ter sido dispensada, sob pena de ofensa aos princípios constitucionais do contraditório e da ampla defesa, norteadores do devido processo legal, sobretudo quando se constatado o requerimento realizado pel a promovente, no sentido de proceder com a prova a fim de confirmar (ou não) a autenticidade da firma aposta no contrato. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-

Processo	0201198-98.2024.8.06.0133
	family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Conforme entendimento dominante deste órgão fracionário, mesmo que se conclua pela similitude dos padrões gráficos entre a assinatura inscrita nos documentos pessoais da parte autora e no contrato questionado, é de rigor a realização de prova pericial, não sendo o caso de utilizar regras de experiência comum ordinariamente aplicadas em hipóteses nas quais é possível identificar a falsificação grosseira da assinatura. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Sobre a necessidade de perícia grafotécnica, os seguintes julgados deste e. Tribunal de Justiça: <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> DIREITO PROCESSUAL CIVIL E DIREITO DO CONSUMIDOR. APELAÇÃO. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE NEGÓCIO JURÍDICO C/C PEDIDO DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. SENTENÇA QUE DISPENSOU A PRODUÇÃO DE PROVA PERICIAL POSTULADA E JULGOU IMPROCEDENTE O PLEITO AUTORAL. PEDIDO DE PRODUÇÃO DE PROVA PERICIAL, CONSTANTE EM RÉPLICA. VIOLAÇÃO DOS PRINCÍPIOS DO DEVIDO PROCESSO LEGAL, DA AMPLA DEFESA E DO CONTRADITÓRIO. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ALEGAÇÃO DE FALSIDADE NA ASSINATURA DA CONSUMIDORA NO CONTRATO. NECESSIDADE DE PRODUÇÃO DE PROVA TÉCNICA. APELAÇÃO CONHECIDA E PROVIDA. SENTENÇA ANULADA. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 1 ¿ Analisando os autos, consta em sede de Réplica o requerimento, por parte da consumidora, da realização de perícia grafotécnica no contrato juntado pela instituição financeira em contestação, pois não reconheceu a validade da sua assinatura inserido nele. 2 ¿ Nesse contexto, o indeferimento da prova pericial realizada pelo Juízo singular afrontou os preceitos das normais processuais, sobretudo, princípios e regras constitucionais, como o devido processo legal, contraditório e ampla defesa, cuja ofensa é motivo suficiente para rescisão do julgamento de mérito realizado, uma vez que causou evidente prejuízo à requerente. 3 - <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Com efeito, considerando o contexto narrado e o tema suscitado no litígio envolvido pelas partes, em que se discute a própria autenticidade da assinatura constante no contrato, a partir do qual teria nascido a obrigação supostamente contraída, é de rigor o deferimento da perícia grafotécnica para rechaçar quaisquer

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	dúvidas acerca de eventual falsidade, sobretudo porque o julgador, em princípio, não reúne a formação intelectual para aferir, segundo a melhor técnica, as conclusões sobre essa matéria. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 4 - É evidente a necessidade de se rescindir os efeitos da sentença proferida, para que o feito retome seu trâmite no 1º grau e proceda à realização da perícia grafotécnica, com o fito de afastar a dúvida em questão. 5 ¿ Apelação conhecida e provida. Sentença anulada para que os autos retornem a 1ª instância. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer do recurso e dar-lhe provimento, nos termos do voto da Relatora. Fortaleza, 22 de maio de 2024 CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador JUÍZA CONVOCADA MARIA REGINA OLIVEIRA CAMARA PORT. 605/2024 Relatora (Apelação Cível - 0274297-17.2021.8.06.0001, Rel. Desembargador(a) MARIA REGINA OLIVEIRA CAMARA PORT. 605/2024, 3ª Câmara Direito Privado, data do julgamento: 22/05/2024, data da publicação: 22/05/2024). (Grifei) <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> EMENTA: APELAÇÃO CÍVEL. PROCESSO CIVIL. EMPRÉSTIMO CONSIGNADO. PRELIMINAR DE CERCEAMENTO DE DEFESA ACATADA. PROVAS PERICIAIS INDISPENSÁVEIS. APELANTE NÃO RECONHECE A ASSINATURA APOSTA NO CONTRATO DE EMPRÉSTIMO CONSIGNADO QUE DEU CAUSA AOS DESCONTOS SUPOSTAMENTE INDEVIDOS. NECESSIDADE DE REALIZAÇÃO DE INSTRUÇÃO PROCESSUAL EM OBSERVÂNCIA AO PRINCÍPIO DO CONTRADITÓRIO E DA AMPLA DEFESA. SENTENÇA ANULADA COM RETORNO DOS AUTOS À ORIGEM PARA PRODUÇÃO DA PROVA PERICIAL REQUERIDA EXPRESSAMENTE EM SEDE DE RÉPLICA. RECURSO DE APELAÇÃO CONHECIDO E PROVIDO. 1. Trata-se de Apelação Cível interposta por Antonieta Dias Farias face à sentença proferida pela Vara Única Comarca de Ipú (fls. 164/166), a qual julgou improcedente a Ação declaratória de Inexistência Débito C/C Repetição de Indébito e Indenização Por Danos Morais, ajuizada em desfavor de Banco Bradesco S/A. 2. O cerne da questão reside em verificar, preliminarmente, a ocorrência de cerceamento de defesa ante o indeferimento do pleito de realização da perícia grafotécnica requerida pela apelante, face as diferenças apontadas entre as assinaturas do contrato e do RG. 3. Inicialmente, destaca-se que a questão trazida a lume deve ser solucionada à luz das disposições contidas no CDC, sendo este o entendimento sumulado pelo STJ no enunciado n. 297, de que "o Código de Defesa do Consumidor é aplicável às instituições financeiras". 4. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Ocorre que, ao julgar a demanda sem permitir a produção das provas periciais

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	requeridas, o d. juízo a quo cometeu um equívoco, visto que a decisão proferida sem a realização da perícia grafotécnica não coaduna com os princípios do contraditório e da ampla defesa, restando configurado o cerceamento de defesa. 5. Destarte, ao compulsar dos autos, constata-se que o julgador não considerou as diferenças nas assinaturas apresentadas, as quais foram destacadas pela recorrente quando da apresentação da peça de réplica. Ademais, em que pese o amplo conhecimento jurídico do juiz prolator da sentença atacada, a verificação detalhada das assinaturas exige uma apreensão técnica que extrapola a área de atuação de qualquer magistrado. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 6. O juiz, ao julgar o feito sem considerar a prova requerida, impediu que a apelante provasse a verdade dos fatos em que se funda sua defesa, obstando-a de influir na convicção de mérito, em violação ao artigo 369, CPC/2015 e aos princípios da ampla defesa e do contraditório. 7. <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Impõe-se, portanto, a anulação da sentença vergastada e o retorno dos autos à origem para que seja retomado o processamento do feito, vez que a sentença terminativa não atendeu às formalidades necessárias e indispensáveis, previstas no Código de Processo Civil, violando o devido processo legal. 8 <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> . Apelação conhecida e provida. Sentença cassada. Retorno dos autos à origem para o regular processamento do feito. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade em conhecer do recurso de apelação para, no mérito, dar-lhe provimento, nos termos do voto da relatora. Fortaleza, data constante no sistema. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador JUÍZA CONVOCADA MARIA MARLEIDE MACIEL MENDES - PORT. 865/2024 Relatora (Apelação Cível - 0200918-18.2022.8.06.0095, Rel. Desembargador(a) MARIA MARLEIDE MACIEL MENDES - PORT. 865/2024, 3ª Câmara Direito Privado, data do julgamento: 15/05/2024, data da publicação: 15/05/2024). (Grifei). <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> DIREITO DO CONSUMIDOR. DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO E INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS. EMPRÉSTIMO CONSIGNADO. SUPOSTO CONTRATO JUNTADO AOS AUTOS. IMPUGNAÇÃO DA AUTENTICIDADE DA ASSINATURA. PERÍCIA GRAFOTÉCNICA. PROVA IMPRESCINDÍVEL AO DESLINDE DA CAUSA. SENTENÇA ANULADA DE OFÍCIO. RETORNO DOS AUTOS AO JUÍZO DE ORIGEM PARA DILAÇÃO PROBATÓRIA. RECURSO PREJUDICADO. 1. O cerne da questão cinge-se a analisar a correção ou não da sentença prolatada pelo Juízo da Vara Única da Comarca de Meruoca, que entendeu que o banco promovido não comprovou a existência de contratação válida a justificar os descontos no benefício previdenciário da autora. 2. Resta notória a controvérsia em torno da higidez da contratação supostamente havida entre as partes, residindo o liame no fato de que a autora alega que não pactuou com o banco requerido. Em contrapartida, a instituição financeira apresenta o instrumento contratual que teria sido firmado pela requerente. 3. Não obstante disponha o art. 370 do CPC que o juiz é o destinatário e gestor das provas, no presente contexto <span class="NormalTextRun SpellingErrorV2Themed SCXW118856610

Processo	0201198-98.2024.8.06.0133
	BCX2">emque há a impugnação das assinaturas, entende-se que a confecção de laudo pericial grafotécnico torna-se imprescindível ao deslinde da causa, posto que somente o expert a ser nomeado pelo Juízo deterá condições técnicas suficientes a atestar a veracidade ou não das firmas contestadas, o que trará novo contorno ao contexto fático-probatório dos autos. 4. Sentença anulada de ofício. Recurso prejudicado. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em anular de ofício a sentença e, em consequência, julgar prejudicado o recurso, nos termos do voto do Desembargador Relator. Fortaleza, 21 de fevereiro de 2024. DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS Relator (Apelação Cível - 0050486-68.2020.8.06.0123, Rel. Desembargador(a) RAIMUNDO NONATO SILVA SANTOS, 1ª Câmara Direito Privado, data do julgamento: 21/02/2024, data da publicação: 21/02/2024) <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #111111; font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Dessa forma, ao considerar necessária a produção de provas essenciais à resolução deste litígio e que a magistrada não deve se furtar ao conhecimento e a avaliação dos fatos , em paralelo ao conjunto probatório organizado e produzido mediante o exercício da ampla defesa e do contraditório, impera-se anular a sentença recorrida diante do cerceamento de defesa. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> 4. DISPOSITIVO </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> Diante de todo o exposto, <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> CONHEÇO DA APELAÇÃO PARA DAR-LHE PROVIMENTO, <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> no sentido de anular a sentença e determinar o retorno dos autos à origem para o regular prosseguimento da ação, a fim de que seja realizada a perícia grafotécnica. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent;

Processo	0201198-98.2024.8.06.0133
	color: windowtext; text-align: justify; margin: 7.53333px 0px 7.53333px 94px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> É como voto. <span class="EOP SCXW118856610 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 11.3333px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun EmptyTextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR">

Processo	0201198-98.2024.8.06.0133
	"Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;"> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR"> AM <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 20.925px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW118856610 BCX2" style="font-size: 11pt; line-height: 20.925px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> <p class="Paragraph SCXW118856610 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW118856610 BCX2" style="font-size: 12pt; line-height: 20.925px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR">

Processo	0201413-09.2024.8.06.0090
Número de ordem	28
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	MARIA GENECILDA GOMES DE LIMA
Advogado(s) - Polo ativo	ROBERTO DE OLIVEIRA LOPES - (CE26512-A)
Polo passivo	UNASPUB - UNIAO NACIONAL DE AUXILIO AOS SERVIDORES PUBLICOS
Advogado(s) - Polo passivo	Não informado
Terceiros	MINISTERIO PUBLICO DO ESTADO DO CEARA

Processo	0201413-09.2024.8.06.0090
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO DO PROCESSO: 0201413-09.2024.8.06.0090 TIPO DO PROCESSO: APELAÇÃO CÍVEL EM AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS COM PEDIDO DE TUTELA DE URGÊNCIA - COBRANÇAS INDEVIDAS ORIGEM: 1ª VARA CÍVEL DA COMARCA DE ICÓ APELANTE: MARIA GENECILDA GOMES DE LIMA APELADO: UNASPUB- UNIÃO NACIONAL DE AUXÍLIO AOS SERVIDORES PÚBLICOS ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESEMBARGADORA CLEIDE ALVES DE AGUIAR EMENTA: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL EM AÇÃO DE INDENIZAÇÃO POR DANOS. INDEFERIMENTO DO PEDIDO DE GRATUIDADE JUDICIÁRIA. DETERMINAÇÃO PARA RECOLHIMENTO DAS CUSTAS INICIAIS, SOB PENA DE CANCELAMENTO DA DISTRIBUIÇÃO. AUSÊNCIA DE INTERPOSIÇÃO DE AGRAVO DE INSTRUMENTO CONTRA A DECISÃO. PRECLUSÃO. RECURSO CONHECIDO E DESPROVIDO. I – CASO EM EXAME 01. Trata-se de Recurso de Apelação interposto em face de sentença, que com base no art. 290 do Código de Processo Civil, determinou o cancelamento da distribuição. <p class="EmentadoAcrdo"

Processo	0201413-09.2024.8.06.0090
	style="margin-left: 4.0cm; text-align: justify; line-height: 200%;"> II- QUESTÃO EM DISCUSSÃO 02. O cerne da questão consiste em analisar o acerto da sentença que determinou o cancelamento da distribuição do processo, diante da ausência de recolhimento das custas iniciais após o indeferimento da gratuidade judiciária. III. RAZÕES DE DECIDIR 03. Na espécie, compulsando detidamente os autos, verifica-se que a autora apelante formulou pedido de concessão dos benefícios da justiça gratuita na inicial, o qual foi indeferido pelo juízo a quo (ID 15080746), ocasião em que foi determinado o recolhimento das custas iniciais, no prazo de 15 (quinze) dias, sob pena de cancelamento da distribuição do feito. 04. A aludida decisão não foi objeto de recurso pela requerente, apesar de desafiar a interposição de agravo de instrumento no prazo de 15 (quinze) dias, nos termos dos art. 1.003, §5º, e 1.015, V, do CPC, 05. Tendo em vista que a apelante não interpôs o recurso cabível contra a decisão interlocutória que indeferiu a gratuidade judiciária, não pode rediscutir, nesta apelação, a questão relativa à concessão da justiça gratuita que lhe foi inferida por decisão interlocutória recorrível, em face da preclusão, razão pela qual nego provimento ao apelo. IV. DISPOSITIVO 06. Recurso conhecido e desprovido. Sentença mantida. ACÓRDÃO Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado, do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em CONHECER DA APELAÇÃO PARA NEGAR-LHE PROVIMENTO, em conformidade com o voto da Relatora. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Recurso de Apelação interposto por Maria Genecilda Gomes de Lima, objurgando sentença (ID 15080750) proferida pelo MM. Juiz da 1ª Vara Cível da Comarca de Icó nos autos da Ação em epígrafe, movida em face de Unaspub – União Nacional de Auxílio aos Servidores Públicos, que com base no art. 290 do Código de Processo Civil, determinou o cancelamento da distribuição, nos seguintes termos: No caso em deslinde, a autora após devidamente intimado para recolher as custas e emolumentos necessários ao prosseguimento do feito ou comprovar a impossibilidade de fazê-lo, não o fez, requerendo a reconsideração da decisão que indeferiu a gratuidade judiciária postulada. Ademais, conforme o entendimento já consolidado na jurisprudência, mais especificamente no julgamento da Rcl 43007 DF, o STJ firmou a seguinte tese: “O pedido de reconsideração é um instrumento que não

Processo	0201413-09.2024.8.06.0090
	se presta a impugnar decisões judiciais ante à falta de previsão legal.". Impõe-se, portanto, o cancelamento da ação, nos termos do art. 290 do Código de Processo Civil. Desnecessárias maiores ilações, feito cancelado prematuramente por ausência de recolhimento de custas processuais pertinentes. Ante o exposto, DETERMINO O CANCELAMENTO DA DISTRIBUIÇÃO do presente processo. Irresignada, a apelante apresentou recurso de apelação, defendeu que que a presença de empréstimos consignados no seu benefício previdenciário reduzem ainda mais o seu valor, resultando na quantia exígua de R$ 831,83 (Oitocentos e trinta e um reais e oitenta e três centavos) mensais. Afirmou que sua condição de hipossuficiência financeira, a qual foi devidamente declarada nos autos, restou comprovada através de extrato de pagamento de benefício (fls. 15/31), pois conforme relatado, sobrevive apenas de seu benefício previdenciário. Por fim, requer o conhecimento e o provimento do recurso, com a reforma da sentença, a fim de que seja concedida a gratuidade judiciária e a continuidade do trâmite processual. Contrarrazões não colacionadas. Vieram-me os autos conclusos.

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	style="margin-top: 0cm; margin-right: 1.0cm; margin-bottom: .0001pt; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 183.55pt 240.25pt;"> (...) § 5º Excetuados os embargos de declaração, o prazo para interpor os recursos e para responder-lhes é de 15 (quinze) dias. Art. 1.015. Cabe agravo de instrumento contra as decisões interlocutórias que versarem sobre: (...) V - rejeição do pedido de gratuidade da justiça ou acolhimento do pedido de sua revogação; Ademais, o pedido de reconsideração manejado pela autora apelante (ID 15080749) após o indeferimento da gratuidade judiciária carece de qualquer respaldo no regramento processual vigente e, por isso, não é apto a suspender prazo, tampouco impede a preclusão. Portanto, compreende-se que se operou o fenômeno da preclusão. Nesse sentido, é o entendimento desta Eg. Corte: APELAÇÃO CÍVEL. GRATUIDADE DE JUSTIÇA INDEFERIDA. OPORTUNIZADA A JUNTADA DAS CUSTAS PROCESSUAIS . AUSÊNCIA DE CUMPRIMENTO DA DILIGENCIA OU DE INTERPOSIÇÃO DE AGRAVO DE INSTRUMENTO. INDEFERIMENTO DA INICIAL NOS TERMOS DO ART. 290, CPC. PRECLUSÃO TEMPORAL. SENTENÇA MANTIDA. I ¿ Cinge-se a demanda a verificar a higidez da sentença que indeferiu a inicial da ação declaratória de nulidade de contrato bancário e indenização por danos morais, após a parte, que não teve o benefício da justiça gratuita, deixar de pagar as custas de ingresso do processo. II ¿ De análise dos autos, verifico que o juízo a quo prolatou decisão, em f. 40, indeferindo a justiça gratuita à parte demandante, determinando sua intimação para recolhimento das custas iniciais. Em razão da decisão, a parte apresentou manifestação (f. 43-47), reiterando o pleito de concessão da benesse. Ato seguinte, o juízo sentenciou o indeferimento da petição inicial (f. 48-49), pelo não atendimento da determinação anteriormente feita. III ¿ Note-se que, em que pese a manifestação apresentada nos autos, com pedido de reconsideração, o momento adequado para impugnação do indeferimento seria após prolatada a primeira decisão (f. 43-47), por meio de Agravo de Instrumento. Uma vez não impugnada na forma adequada, tal decisão restou estabilizado, de modo que o indeferimento da inicial parte do comando específico do art. 290 do CPC. IV ¿ Assim, não tendo a questão sido discutida em momento oportuno, operou, in casu, a preclusão temporal, não sendo possível nesta ocasião recursal rediscutir a questão não impugnada em momento oportuno. Precedentes. RECURSO NÃO PROVIDO. ACÓRDÃO Vistos, relatados e discutidos estes acorda a 2ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer do recurso apelatório nº 0202607-20.2024.8.06.0001 para negar-lhe provimento, nos termos do voto proferido pelo Excelentíssimo Desembargador Relator. Fortaleza, data e hora indicada no sistema. DESEMBARGADOR EVERARDO LUCENA SEGUNDO Relator (assinado digitalmente) (Apelação Cível - 0202607-20.2024.8.06.0001, Rel. Desembargador(a) EVERARDO LUCENA SEGUNDO, 2ª Câmara Direito Privado, data do julgamento: 03/07/2024, data da publicação: 03/07/2024) DIREITO PROCESSUAL CIVIL. AGRAVO INTERNO EM APELAÇÃO CÍVEL. CANCELAMENTO DA DISTRIBUIÇÃO POR AUSÊNCIA DE RECOLHIMENTO DAS CUSTAS INICIAIS. INDEFERIMENTO DA JUSTIÇA GRATUITA EM DECISÃO INTERLOCUTÓRIA. AUSÊNCIA DE INTERPOSIÇÃO DE AGRAVO DE INSTRUMENTO NO MOMENTO OPORTUNO. QUESTÃO PRECLUSA. AGRAVO INTERNO CONHECIDO E DESPROVIDO. 1. Trata-se de Agravo Interno em face de decisão monocrática que não conheceu do apelo apresentado pelo ora recorrente, mantendo a sentença de extinção do processo, sem resolução de mérito, nos termos do art. 290 do CPC, em razão da ausência de recolhimento de custas iniciais. 2. No presente recurso, o

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	recorrente insiste que faz jus ao benefício da justiça gratuita, de modo que não poderia ter havido o cancelamento da distribuição. 3. O provimento jurisdicional que indefere os benefícios da justiça gratuita é recorrível mediante Agravo de Instrumento, conforme disposto no art. 1.015, sob pena de preclusão. 4. A propósito, em interpretação a contrario sensu, o art. 1.009.,§ 1º do CPC estabelece que "as questões resolvidas na fase de conhecimento, se a decisão a seu respeito não comportar agravo de instrumento, não são cobertas pela preclusão e devem ser suscitadas em preliminar de apelação, eventualmente interposta contra a decisão final, ou nas contrarrazões". 5. Na hipótese em exame, o demandante não recolheu as custas nem interpôs o recurso apropriado no momento oportuno, trazendo a sua irresignação apenas em sede de apelação, quando a questão já estava preclusa pelo decurso do prazo in albis. 6. Assim, mostra-se inviável a discussão da matéria nesta Corte de Justiça por meio do apelo ou do agravo interno, de modo que a questão referente à gratuidade judiciária não merece conhecimento. 7. Firmada essa premissa, não merece reproche a decisão atacada, haja vista que a decorrência natural da ausência de recolhimento das custas iniciais é o cancelamento da distribuição, a teor do disposto no art. 290 do CPC 8. Recurso conhecido e desprovido. ACÓRDÃO Acordam os Desembargadores integrantes da Primeira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Estado do Ceará, nos autos do processo nº 0130443-33.2019.8.06.0001/50000, por unanimidade, por uma de suas Turmas, em conhecer do recurso para negar-lhe provimento, nos termos do voto do eminente Relator. Fortaleza, 18 de maio de 2022. (Agravo Interno Cível - 0130443-33.2019.8.06.0001, Rel. Desembargador(a) HERACLITO VIEIRA DE SOUSA NETO, 1ª Câmara Direito Privado, data do julgamento: 18/05/2022, data da publicação: 18/05/2022) Desse modo, tendo em vista que a apelante não interpôs o recurso cabível contra a decisão interlocutória que indeferiu a gratuidade da justiça, não pode rediscutir, nesta apelação, a questão relativa à concessão da justiça gratuita que lhe foi indeferida por decisão interlocutória recorrível, em face da preclusão, razão pela qual nego provimento ao apelo. 3. DISPOSITIVO Diante de todo o exposto, CONHEÇO DA APELAÇÃO PARA NEGAR-LHE PROVIMENTO, mantendo inalterada a decisão recorrida. É como voto. Fortaleza, data e hora da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora AD

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Número de ordem	29
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	MARGARIDA VANDERLEIA NASCIMENTO DOS SANTOS
Advogado(s) - Polo ativo	FRANCISCO RANULFO MAGALHAES RODRIGUES JUNIOR - (CE21594-A)
Polo passivo	UNIVERSO ASSOCIACAO DOS APOSENTADOS E PENSIONISTAS DOS REGIMES GERAL DA PREVIDENCIA SOCIAL

Processo	3005947-86.2024.8.06.0167
Advogado(s) - Polo passivo	SOFIA COELHO ARAUJO - (DF40407-A) JOANA GONCALVES VARGAS - (RS75798-A) DANIEL GERBER - (RS39879-A) THAYNARA ROCHA DE SA CHAVES - (DF63425-A)
Terceiros	Não informado

Processo	3005947-86.2024.8.06.0167
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 3005947-86.2024.8.06.0167 TIPO DO PROCESSO: APELAÇÃO CÍVEL em AÇÃO DECLARATÓRIA E INEXISTÊNCIA DE DÉBITO C/C PEDIDO DE REPETIÇÃO DE INDÉBITO C/C INDENIZAÇÃO POR DANOS MORAIS ORIGEM: 2ª VARA CÍVEL DA COMARCA DE SOBRAL APELANTE: MARGARIDA VANDERLEIA NASCIMENTO DOS SANTOS APELADA: UNIVERSO ASSOCIAÇÃO DOS APOSENTADOS E PENSIONISTAS DOS REGIMES GERAL DA PREVIDENCIA SOCIAL ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size:

Processo	3005947-86.2024.8.06.0167
	medium;">EMENTA: CIVIL E PROCESSO CIVIL. DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA C/C REPETIÇÃO DO INDÉBITO E CONDENAÇÃO POR DANOS MORAIS. DESCONTOS INDEVIDOS EM CONTA UTILIZADA PARA RECEBIMENTO DE BENEFÍCIO PREVIDENCIÁRIO. FALHA NA PRESTAÇÃO DO SERVIÇO EVIDENCIADA. PEDIDO DE MAJORAÇÃO DA CONDENAÇÃO POR DANOS MORAIS. NÃO CABIMENTO. RECURSO CONHECIDO E DESPROVIDO. I. CASO EM EXAME 1. Apelação Cível interposta por Margarida Vanderleia Nascimento dos Santos, objurgando sentença, que nos autos da Ação em epígrafe, julgou procedentes os pedidos formulados na inicial. II. QUESTÃO EM DISCUSSÃO 2. Considerando que não houve interposição de recurso pela promovida, cinge-se a controvérsia apenas em analisar se o valor da condenação referente aos danos morais no quantum de R$ 2.000,00 (dois mil reais), fixados pelo juiz a quo, mostra-se suficiente, razoável e proporcional ao caso. III. RAZÕES DE DECIDIR 3. O quantum a ser fixado para a indenização por danos morais competirá ao prudente arbítrio do magistrado que, tendo em vista os princípios da proporcionalidade e da razoabilidade, deverá estabelecer uma reparação equitativa, levando-se em conta as peculiaridades de cada caso, como a culpa do agente, a extensão do prejuízo causado e a capacidade econômica do agressor, de modo a compensar o sofrimento suportado pela vítima e punir a conduta ilícita do ofensor, sem implicar em enriquecimento ilícito. 4. In casu, a parte autora é idosa, aufere apenas um salário mínimo (ID 18850128) e teve indevidamente descontado em seu benefício, até a data da propositura da ação, o valor de R$ 595,36 (quinhentos e noventa e cinco reais e trinta e seis centavos). 5. Frente a essas premissas, revela-se que a condenação por danos morais no valor de R$ 2.000,00 (dois mil reais), fixada em sentença, se mostra condizente com precedentes desta Eg. Corte para situações análogas, bem como por atender às particularidades do caso concreto. IV. DISPOSITIVO 6. Recurso conhecido e desprovido. Sentença mantida. ACÓRDÃO Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em CONHECER DA APELAÇÃO PARA NEGAR-LHE PROVIMENTO, em conformidade com o voto da eminente Relatora. <p

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	class="MsoNormal" style="text-align: center;" align="center"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Apelação Cível interposta por Margarida Vanderleia Nascimento dos Santos, objurgando sentença (ID 18850154), proferida pelo MM. Juiz de Direito da 2ª Vara Cível da Comarca de Sobral, que nos autos da Ação em epígrafe, movida pela então recorrente em desfavor da Universo Associação dos Aposentados e Pensionistas dos Regimes Geral da Previdência Social, julgou procedentes os pedidos formulados na inicial, nos seguintes termos: Em face do exposto, JULGO PROCEDENTE o pedido contido na petição inicial, para reconhecer a ilegalidade das cobranças feitas pelo requerido e determinar a devolução dos valores indevidamente descontados dos rendimentos do(a) autor(a), considerando a modulação temporal dos efeitos da decisão contida no EAREsp nº 676.608/RS, devendo incidir correção monetária pelo INPC a partir de cada desconto e juros de 1 % a.m (um por cento ao mês), a partir do evento danoso. Condeno o(a) Reclamado(a) ao pagamento de indenização por danos morais, que arbitro em R$ 2.000,00 (dois mil reais), em virtude de se tratar de indenização por danos morais arbitrada em face de responsabilidade civil extracontratual, dada a inexistência de contrato válido, o termo inicial dos juros de mora será o evento danoso (Súmula 54/STJ) e o da correção monetária, por sua vez, a data do arbitramento (Súmula 362/STJ). Custas e honorários pelo requerido, estes últimos arbitrados em 10% sobre o valor da condenação. Irresignada, a autora interpôs o presente recurso de apelação, defende que “com relação ao montante da verba indenizatória, este deve atender ao binômio punição/compensação e, conforme, reiteradamente vem decidindo em situações análogas, a indenização não deve ser fonte de enriquecimento e sim de reparação do dano, na medida que deve representar uma forma de compensação pelo dano sofrida ao mesmo tempo que é medida educativa para atos de mesma natureza não venha novamente acontecer.” Requer, assim, o conhecimento e provimento do apelo, para reformar o decisum vergastado, no sentido de majorar a condenação da recorrida ao pagamento de danos morais no valor de R$ 10.000,00 (dez mil reais). Contrarrazões colacionadas (ID 18850157).

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	É o relatório. Decido. VOTO Presentes os pressupostos recursais de admissibilidade intrínsecos (legitimidade, interesse, cabimento e inexistência de fato impeditivo ou extintivo) e extrínsecos (tempestividade, preparo e regularidade formal), conheço do recurso e passo à sua apreciação, nos termos em que estabelece o art. 1.010 e seguintes do Código de Processo Civil. Considerando que não houve interposição de recurso pela promovida, cinge-se a controvérsia apenas em analisar se o valor da condenação referente aos danos morais no quantum de R$ 2.000,00 (dois mil reais), fixados pelo juiz a quo, mostra-se suficiente, razoável e proporcional ao caso. Inexistindo impugnação quanto ao ponto, não remanescem dúvidas quanto ao fato de os débitos serem indevidos, razão pela qual a demandada apelada deve responder objetivamente pela reparação de danos causados ao requerente, com base no art. 14 do CDC. No que concerne ao dano moral, para que seja configurado, é preciso que a pessoa seja atingida em sua honra, sua reputação, sua personalidade ou em seu sentimento de dignidade. Como é concebido pela melhor doutrina e jurisprudência, o dano estritamente moral não se pode comprovar, por não possuir reflexos empíricos capazes de mensuração pecuniária. A ofensa, por seu turno, deve ser comprovada, e dela se deve presumir o dano, sendo essa justificação suficiente para a indenização. Na presente lide, restou caracterizada a conduta ilícita da requerida ao realizar cobrança sem qualquer comprovação de contratação válida, acarretando prejuízo à consumidora, que, até a propositura da ação, teve descontadas 19 (dezenove) parcelas do seu benefício, totalizando R$ 595,36 (quinhentos e noventa e cinco reais e trinta e seis centavos). O quantum a ser fixado para a indenização por danos morais competirá ao prudente arbítrio do magistrado que, tendo em vista os princípios da proporcionalidade e da razoabilidade, deverá estabelecer uma reparação equitativa, levando-se em conta as peculiaridades de cada caso, como a culpa do agente, a extensão do prejuízo causado e a capacidade econômica do agressor, de modo a compensar o sofrimento suportado pela vítima e punir a conduta ilícita do ofensor, sem implicar em enriquecimento ilícito. Dessa forma, quando nos deparamos com casos como o presente, a fixação da indenização não pode ser inexpressiva a ponto de estimular a repetição do ato ilícito, nem ser exorbitante a ponto de ocasionar enriquecimento sem causa. Sobre o tema, mostram-se oportunas as lições de Pablo Stolze Gagliano e Rodolfo Pamplona Filho: "A reparação, em tais casos, reside no pagamento de uma soma pecuniária, arbitrada judicialmente, com o objetivo de possibilitar, ao lesado uma satisfação compensatória pelo dano sofrido, atenuando, em parte, as consequências da lesão. <p class="MsoNormal"

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	style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%;"> [...] Quando a vítima reclama a reparação pecuniária em virtude do dano moral que recai, por exemplo, em sua honra, nome profissional e família, não está definitivamente pedindo o chamado pretio doloris, mas apenas que se lhe propicie uma forma de atenuar, de modo razoável, as consequências do prejuízo sofrido, ao mesmo tempo em que pretende a punição do lesante. Dessa forma, resta claro que a natureza jurídica da reparação do dano moral é sancionadora (como consequência de um ilícito civil), mas não se materializa através de uma "pena civil", e sim por meio de uma compensação material ao lesado, sem prejuízo, obviamente, das outras funções acessórias da reparação civil." (in Novo Curso de Direito Civil, Vol. III, 9ª ed., Saraiva, p. 119).” Na tentativa de orientar o magistrado em sua função, a jurisprudência majoritária se formou no sentido de que, nos danos extrapatrimoniais, "para a fixação da correspondente quantificação da indenização devem ser percorridas duas etapas para o arbitramento [método bifásico]. Na primeira etapa, estabelece-se um valor básico para a indenização, considerando-se o interesse jurídico lesado, com base em precedentes. E, na segunda, ponderam-se as circunstâncias do caso, para a fixação definitiva do valor da indenização" (STJ; REsp 1.063.319/SP). In casu , a parte autora é idosa, aufere apenas um salário mínimo (ID 18850128) e teve indevidamente descontado em seu benefício, até a data da propositura da ação, o valor de R$ 595,36 (quinhentos e noventa e cinco reais e trinta e seis centavos). Frente a essas premissas, revela-se que a condenação por danos morais no valor de R$ 2.000,00 (dois mil reais), fixada em sentença, se mostra condizente com precedentes desta Eg. Corte para situações análogas, bem como por atender às particularidades do caso concreto. Seguem precedentes deste Colegiado: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. DESCONTOS INDEVIDOS EM BENEFÍCIO PREVIDENCIÁRIO. CONTRIBUIÇÃO CONAFER. DANO MORAL CONFIGURADO. TERMO INICIAL DA CORREÇÃO MONETÁRIA. EVENTO DANOSO. SÚMULA 43, DO STJ. RECURSO PARCIALMENTE PROVIDO. I. CASO EM EXAME 1. Apelação Cível interposta por Neuba Alves de Melo Santos contra a sentença proferida pelo douto Juízo da 1ª Vara Cível da Comarca de Acopiara que, nos autos da Ação Declaratória de Nulidade c/c Repetição de Indébito e Condenação em Danos Morais, ajuizada em desfavor de CONAFER - Confederação Nacional dos Agricultores Familiares e Empreendedores Familiares Rurais do Brasil, julgou procedentes os pedidos autorais para declarar a nulidade do contrato discutido nos autos, bem como repetição de indébito e indenização por dano moral. II. QUESTÃO EM DISCUSSÃO 2. Há duas questões em discussão: (i) se o quantum arbitrado pelo Juízo de origem deve ser majorado; e (ii) se o termo inicial da correção monetária sobre o dano material deve ser a partir da citação ou do evento danoso. III. RAZÕES DE DECIDIR 3. Sobre o dano moral, enxergo que é evidente a perturbação sofrida pelo autor/apelante em decorrência do ocorrido, ao ver os descontos no seu benefício previdenciário, uma vez que não houve autorização da prática deste ato e tampouco, conforme os elementos existentes nestes autos, prova de que houve a celebração do instrumento contratual com a entidade/apelada. 4. Atento ao cotejo dos fatores: ¿nível econômico da autora da ação, sofrimento da vítima e o porte econômico da entidade bancária¿, e ainda, levando em consideração o valor descontado, arbitro a quantia de R$ 2.000,00 (dois mil reais) a título de danos morais, frente ao quadro fático delineado nos autos, porque não se entremostra exagerado nem insignificante, uma vez que razoável e proporcional à ofensa perpetrada. 5. O Superior Tribunal de Justiça, conforme a Súmula nº 43, firmou a tese de que ¿Incide correção monetária sobre dívida por ato ilícito a partir da data do

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	efetivo prejuízo.¿ (SÚMULA 43, CORTE ESPECIAL, julgado em 14/05/1992, DJ 20/05/1992, p. 7074). Dessa forma, observo que o Magistrado a quo não agiu com acerto ao determinar a correção monetária a partir da citação, nos termos do art. 405 do CC, pelo que deve ser corrigida a incidência da correção monetária a partir do evento danoso, consoante Súmula 43, do STJ. IV. DISPOSITIVOS E TESE 6. Recurso conhecido e parcialmente provido. Tese de julgamento: ¿1. A fixação da indenização por danos morais deve considerar a extensão do dano, a condição econômica das partes e o caráter pedagógico da condenação, evitando enriquecimento sem causa. 2. O Superior Tribunal de Justiça, conforme a Súmula nº 43, firmou a tese de que ¿Incide correção monetária sobre dívida por ato ilícito a partir da data do efetivo prejuízo.¿¿ Jurisprudência relevanta citada: TJCE, Apelação Cível - 0200984-32.2023.8.06.0137, Rel. Desembargador(a) Maria Regina Oliveira Camara, 1ª Câmara Direito Privado, data do julgamento: 26/02/2025, data da publicação: 26/02/2025; TJCE, Apelação Cível - 0204531-16.2023.8.06.0029, Rel. Desembargador(a) Carlos Augusto Gomes Correia, 1ª Câmara Direito Privado, data do julgamento: 27/11/2024, data da publicação: 27/11/2024; TJCE, Apelação Cível - 0201200-45.2023.8.06.0055, Rel. Desembargador(a) Jose Ricardo Vidal Patrocínio, 1ª Câmara Direito Privado, data do julgamento: 26/03/2025, data da publicação: 26/03/2025. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em unanimidade de votos, em conhecer do presente recurso e dar-lhe parcial provimento, nos termos do voto do Relator. Fortaleza, 2 de abril de 2025 JOSÉ RICARDO VIDAL PATROCÍNIO Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator (Apelação Cível - 0201083-98.2024.8.06.0029, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 02/04/2025, data da publicação: 02/04/2025) APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE NULIDADE DE EMPRÉSTIMO C/C REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. SENTENÇA PARCIALMENTE PROCEDENTE. CONTRATO DE EMPRÉSTIMO CONSIGNADO. DESCONTOS INDEVIDOS. AUSÊNCIA DE CONTRATO VÁLIDO. FALHA NA PRESTAÇÃO DO SERVIÇO CONFIGURADA. PLEITO DE MAJORAÇÃO NÃO PROVIDO. DEVOLUÇÃO EM DOBRO A PARTIR DE MARÇO 30/03/2021. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. 1. A controvérsia recursal consiste em, tão somente, verificar a possibilidade de majoração do quantum indenizatório arbitrado por danos morais, bem como se a devolução das parcelas descontadas, deve ocorrer em dobro. 2. Cumpre observar que o juízo de primeiro grau arbitrou na sentença a indenização por danos morais o montante de R$ 2.000,00 (dois mil reais). 3. Nesse contexto, vale destacar que da análise probatória, verifica-se ser incontroverso a ocorrência de dano moral, diante da falha na prestação do serviço da demandada, na medida em que o apelado não demonstrou, na condição de fornecedor do serviço adquirido, a regular celebração do contrato de empréstimo impugnado, não se desincumbindo a contento do ônus probante que lhe cabia, sendo imprescindível sua reparação. 4. Logo, quanto à indenização referente aos danos morais, o julgador deve levar em consideração certos critérios para sua fixação, quais sejam: a gravidade do fato e suas consequências para a vítima; a intensidade do dolo ou da culpa do agente; a eventual participação culposa do ofendido; a condição econômica do ofensor e as condições pessoais da vítima (posição política, social e econômica). Neste passo, a fixação do quantum indenizatório deve igualmente ser feita de maneira a evitar o enriquecimento ilícito, no entanto, não pode o valor ser irrisório. 5. Nesse ínterim, considero que, in casu, o quantum fixado pelo magistrado a quo deve ser mantido, uma vez que o valor de R$ 2.000,00 (dois mil reais), está em consonância com os parâmetros médios utilizados pela jurisprudência deste E. Tribunal, em demandas análogas, razão pela qual mantenho o montante fixado de R$ 2.000,00 (dois mil reais). 6. Comprovada a supressão indevida de valores no benefício da demandante/apelada, resta configurado o prejuízo financeiro e o dever de ressarcimento, e, de acordo com a jurisprudência do STJ, a restituição deve ser de forma simples em relação aos descontos ocorrido até o dia 30/03/2021, e em dobro, a partir desta data. 7. Recurso conhecido e parcialmente provido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso de apelação cível, para, no mérito,dar-lhe parcial provimento, nos termos do voto do Relator. Fortaleza, data assinatura eletrônica. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Presidente do Órgão Julgador DESEMBARGADOR CARLOS AUGUSTO GOMES CORREIA Relator (Apelação Cível - 0201777-79.2023.8.06.0101, Rel. Desembargador(a) CARLOS AUGUSTO GOMES CORREIA, 1ª Câmara Direito Privado, data do julgamento: 26/03/2025, data da publicação: 26/03/2025) <p

Processo	3005947-86.2024.8.06.0167
	class="MsoNormal"> Diante de todo o exposto, CONHEÇO DA APELAÇÃO, para NEGAR-LHE PROVIMENTO, mantendo a sentença em todos os seus termos. É como voto. Fortaleza, data e hora da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora AD

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Número de ordem	30
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	PASEP
Polo ativo	ANA MARIA LOPES ROCHA
Advogado(s) - Polo ativo	FRANCISCO FABIO DOS SANTOS RODRIGUES - (CE30879-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	NEI CALDERON - (SP114904-A)
Terceiros	Não informado

Processo	0267512-34.2024.8.06.0001
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0267512-34.2024.8.06.0001 TIPO DE PROCESSO: APELAÇÃO CÍVEL EM AÇÃO ORDINÁRIA DE OBRIGAÇÃO DE FAZER C/C INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS ORIGEM: 27ª VARA CÍVEL DA COMARCA DE FORTALEZA APELANTE: ANA MARIA LOPES ROCHA APELADO: BANCO DO BRASIL S/A ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESEMBARGADORA CLEIDE ALVES DE AGUIAR <p class="EmentadoAcf3f3rde3e3o" style="margin-left: 4.0cm; text-align: justify; text-justify: inter-ideograph; line-height:

Processo	0267512-34.2024.8.06.0001
	200%;"> EMENTA: APELAÇÃO EM AÇÃO DE INDENIZAÇÃO. PASEP. SAQUES INDEVIDOS. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL. PRINCÍPIO DA ACTIO NATA. TEORIA DA CIÊNCIA INEQUÍVOCA. PRESCRIÇÃO NÃO CONFIGURADA. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. I- CASO EM EXAME 1. Trata-se de Apelação Cível interposta, adversando sentença proferida nos autos da Ação de Indenização em epígrafe, que julgou liminarmente improcedente os pedidos deduzidos na inicial pelo reconhecimento da prescrição. 2. A autora alega saques indevidos em conta vinculada ao PASEP e ausência de correta aplicação dos índices de atualização monetária, requerendo a recomposição dos valores. II – QUESTÕES EM DISCUSSÃO 3. Há duas questões em discussão: (i) se a pretensão deduzida na exordial encontra-se atingida pela prescrição; e (ii) a legitimidade passiva do Banco do Brasil para responder por supostas falhas na gestão de contas do PASEP. III – RAZÕES DE DECIDIR 4. O STJ, ao julgar o Tema Repetitivo 1.150, fixou tese no sentido de que o Banco do Brasil detém legitimidade passiva ad causam para demandas que envolvam falhas na prestação do serviço relativo às contas PASEP, incluindo saques indevidos e ausência de aplicação de rendimentos (REsp n. 1.895.936/TO, Rel. Min. Herman Benjamin, Primeira Seção, DJe 21/9/2023). 5. Quanto à prescrição, aplica-se o prazo decenal previsto no art. 205 do Código Civil, sendo o termo inicial a data em que o titular da conta obtém ciência inequívoca dos desfalques, conforme o princípio da actio nata . 6. No caso concreto, a recorrente alegou que somente em 2023 obteve acesso aos extratos microfilmados, tomando conhecimento da irregularidade. Assim, não há que se falar em prescrição do direito de ação. IV – DISPOSITIVO 7. Recurso provido para anular a sentença e determinar o retorno dos autos ao juízo de origem para regular seguimento. ACÓRDÃO Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por

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	unanimidade de votos, em CONHECER do recurso interposto, para DAR-LHE PROVIMENTO, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Apelação Cível interposta por Ana Maria Lopes Rocha, adversando sentença proferida pelo MM. Juiz da 27ª Vara Cível da Comarca de Fortaleza/CE (ID 19889766), nos autos da Ação em epígrafe, movida em desfavor do BANCO DO BRASIL S/A, que julgou liminarmente improcedente os pedidos deduzidos na inicial pelo reconhecimento da prescrição. Irresignada, a parte autora interpôs o presente apelo (ID 19889768), alegando, em suma, i) que: a pretensão ao ressarcimento dos danos havidos em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal, nos termos do Art. 205 do Código Civil; e ii) o termo inicial para contagem do prazo prescricional se dá a partir do momento em que o titular toma ciência inequívoca do dano sofrido na conta individual vinculada ao PASEP. Por fim, requer o provimento do apelo, a fim de que seja reformada a decisão de primeiro grau, com o consequente retorno dos autos à origem, para que se processe toda a sua devida instrução. Contrarrazões apresentadas pelo promovido (ID 19889782). Empós, vieram-me conclusos os autos. <p class="MsoNormal"

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	style="margin-bottom: 0cm; text-align: justify; text-justify: inter-ideograph; text-indent: 70.85pt; line-height: 200%; mso-pagination: none;"> É o que importa relatar. Passo a decidir. VOTO 1. Admissibilidade Presentes os requisitos intrínsecos e extrínsecos, o que me permite receber o recurso. Passo, então, ao seu deslinde. 2. Da Ilegitimidade Passiva arguida em contrarrazões Colhe-se da peça inaugural que a parte autora imputa ao banco réu a prática de conduta ilícita consistente em saques indevidos da sua conta vinculada ao PASEP, além disso, alega que o promovido não teria aplicado os devidos índices de atualização monetária, o que findou por reduzir a um valor praticamente irrisório o montante que lhe era devido, ou seja, que o Banco do Brasil teria falhado como gestor/mantenedor dos valores depositados de tal conta. Portanto, não se discute aqui a falta de depósitos nem a metodologia da atualização monetária do saldo depositado, mas supostos desfalques na conta do PASEP da recorrente, ou seja, débitos não autorizados, além da não aplicação dos rendimentos definidos pelo Conselho Diretor do PASEP, cuja responsabilidade recai sobre aquele que mantém a custódia dos respectivos valores. No caso, a questão é de fácil solução porque o Superior Tribunal de Justiça, em decisão publicada em 21 de setembro de 2023, definiu a tese, em julgamento de recurso repetitivo, segundo a qual “o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa” (REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, DJe de 21/9/2023). Ora, quando do julgamento do Tema Repetitivo 1150, o Min. Herman Benjamin, em seu voto bem explanou a questão quando expôs que o STJ possui orientação de que “em ações judiciais nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao Pasep, a União deve figurar no polo passivo da demanda. No entanto, no caso dos autos, a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão banco, derivada de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do Pasep”. No caso concreto, a autora alega que foi incorporada ao serviço público, havendo adquirido os requisitos de elegibilidade para aposentadoria, sendo certo que a quantia recebida foi irrisória, apontando uma necessária atualização de valores na ordem de R$ 39.942,87 (trinta e nove mil, novecentos e quarenta e dois reais e oitenta e sete centavos).

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	Portanto, é inegável que esta demanda judicial tem o precípuo fim de discutir a responsabilidade da instituição financeira pela suposta má gestão dos recursos oriundos do Programa PASEP, de modo que o Banco do Brasil, ora recorrido, possui legitimidade ad causam para figurar no polo passivo da ação, em consonância ao Tema Repetitivo n° 1150, do Superior Tribunal de Justiça. A propósito, para reforçar o posicionamento adotado no Tema Repetitivo 1150, deixo consignado precedentes do próprio STJ que, predecessoramente, já reconhecia a legitimidade do banco gestor do Programa para figurar nas ações que discutiam as irregularidades de sua administração. Confira-se (destaquei): PROCESSUAL CIVIL. CIVIL. AÇÃO INDENIZATÓRIA. PASEP. ATUALIZAÇÃO MONETÁRIA. DEFICIÊNCIA RECURSAL. FALTA DE PREQUESTIONAMENTO. APLICAÇÃO DA SÚMULA N. 282 DO STF. FUNDAMENTO NÃO IMPUGNADO. APLICAÇÃO DAS SÚMULAS N. 283 E 284, AMBAS DO STF. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. COMPETÊNCIA DA JUSTIÇA ESTADUAL. I - Na origem, trata-se ação ajuizada contra a União e o Banco do Brasil objetivando cobrar indenização por danos materiais sob a alegação de que sua conta do Programa de Formação do Patrimônio do Servidor Público - PASEP, administrada pelo réu, deixou de receber a devida atualização monetária, além de ter sido objeto de saques indevidos. Na sentença, negou-se provimento aos pedidos. No Tribunal a quo, a sentença foi reformada para excluir a União do polo passivo e determinar a remessa dos autos à Justiça Estadual. Nesta Corte, não se conheceu do recurso especial. II - A jurisprudência do Superior Tribunal de Justiça é firme no sentido de que esta Corte somente pode conhecer da matéria objeto de julgamento no Tribunal de origem. Ausente o prequestionamento da matéria alegadamente violada, não é possível o conhecimento do recurso especial. Nesse sentido, o enunciado n. 211 da Súmula do STJ: "Inadmissível recurso especial quanto à questão que, a despeito da oposição de embargos declaratórios, não foi apreciada pelo Tribunal a quo"; e, por analogia, os enunciados n. 282 e 356 da Súmula do STF. III - No acórdão recorrido, não foi analisado o conteúdo de nenhum dos dispositivos legais apontados no presente recurso especial, quais sejam, os arts. 17 e 485, VI, do CPC/2015 e os arts. 7º, §§ 6° e 10, parágrafo único, do Decreto n. 4.751/2003, pelo que carece o recurso do indispensável requisito do prequestionamento, fundamental para a interpretação normativa exigida. Incide na hipótese, por analogia, o óbice constante da Súmula n. 282 do STF. IV - No caso em tela a parte sequer opôs embargos de declaração na origem para tentar o prequestionamento da legislação, não sendo o caso de se aventar a hipótese de prequestionamento ficto, conforme pacífico entendimento do STJ. V - As razões recursais apresentadas pelo recorrente estão dissociadas dos fundamentos do acórdão recorrido. Isso porque, ao contrário do que argumenta o recorrente, o cerne do debate não é a discussão sobre a estipulação de índices, taxas de juros e rendimentos da conta PASEP, mas sim a ausência de aplicação dos índices previamente estipulados pela União e a ocorrência de saques indevidos, como bem asseverou o acórdão recorrido. VI - A questão debatida não se relaciona ao recolhimento mensal ao Banco do Brasil, sob incumbência da União Federal, mas sim sobre responsabilidade decorrente da não aplicação de correção monetária e juros legais nos valores contidos em de conta de PASEP. VII - Desde a promulgação da Constituição Federal de 1988, a União deixou de depositar valores nas contas do PASEP do trabalhador, limitando-se sua responsabilidade ao recolhimento mensal ao Banco do Brasil S.A., nos termos do art. 2º da LC n. 8/1970. Por força do art. 5º da referida lei complementar, a administração do Programa compete ao Banco do Brasil S.A., bem como a respectiva manutenção das contas individualizadas para cada trabalhador, de modo que a responsabilidade por eventuais saques indevidos ou má gestão dos valores depositados na conta do PASEP é atribuída à instituição gestora em apreço. VIII - Não há falar em legitimidade da União para figurar no polo passivo da demanda, mas apenas da instituição gestora, no caso, o Banco do Brasil S.A. IX - A ausência de correta aplicação dos índices de atualização do saldo da conta PASEP da parte autora, fundamento utilizado de forma suficiente para manter a decisão proferida no Tribunal a quo, não foi rebatido no apelo nobre, incidem os óbices das Súmulas n. 283 e 284, ambas do STF. X - Nas ações em que se pleiteia a recomposição do saldo existente em conta vinculada ao PASEP, em virtude da não ocorrência dos

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	devidos depósitos, a União deve figurar no polo passivo da demanda, conforme jurisprudência deste Superior Tribunal. XI - A presente lide versa sobre responsabilidade decorrente da má gestão dos valores depositados, a exemplo da ausência de atualização monetária da conta do PASEP e da ocorrência de saques indevidos. XII - O STJ conclui que a legitimidade passiva é do Banco do Brasil e, por consequência, a competência é da justiça comum estadual, em atenção à Súmula n. 42/STJ. A propósito, vide os seguintes precedentes: (AgInt no REsp 1.882.379/DF, relator Ministro Gurgel De Faria, Primeira Turma, julgado em30/11/2020, DJe 3/12/2020 e AgInt no CC 173.836/SE, relator Ministro Sérgio Kukina, Primeira Seção, julgado em 24/11/2020, DJe 26/11/2020.) XIII - Agravo interno improvido. (AgInt no REsp n. 1.898.214/SE, relator Ministro Francisco Falcão, Segunda Turma, julgado em 26/4/2021, DJe de 29/4/2021.) ADMINISTRATIVO E PROCESSUAL CIVIL. AGRAVO INTERNO NO RECURSO ESPECIAL. PASEP. BANCO DO BRASIL. COMPETÊNCIA. ADMINISTRAÇÃO DO PROGRAMA. ARTS. 5º DA LEI COMPLEMENTAR 8/70 E 4º, XII, DO DECRETO 9.978/2019. ALEGAÇÃO DE MÁ GESTÃO DOS VALORES DEPOSITADOS, NO BANCO DO BRASIL, EM CONTA INDIVIDUALIZADA DO PASEP. RECONHECIMENTO DA LEGITIMIDADE PASSIVA AD CAUSAM DA INSTITUIÇÃO BANCÁRIA DEPOSITÁRIA. JURISPRUDÊNCIA DOMINANTE DO STJ. AGRAVO INTERNO IMPROVIDO. (…) V. No caso em apreciação, segundo consta dos autos, a parte autora alega a suposta incorreção nos valores existentes na sua conta individualizada do PASEP, derivada de saques indevidos e de omissão ou de correções errôneas do saldo depositado. Exsurge, assim, a legitimidade passiva ad causam do Banco do Brasil em face da pretensão de correção dos valores da conta do PASEP do autor, por falhas que teriam sido por ele praticadas, como instituição bancária depositária, por ser administrador do Programa. VI. Na forma da jurisprudência do STJ, "em ações nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao PASEP, a União deve figurar no polo passivo da demanda. No entanto, conforme delineado pelo acórdão recorrido, no caso dos autos, a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão do banco, decorrente de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do PASEP. Assim, conclui-se que a legitimidade passiva é do Banco do Brasil S.A., o que define a competência da Justiça Comum estadual. Precedentes do STJ" (STJ, AgInt no REsp 1.878.378/DF, Rel. Ministro HERMAN BENJAMIN, SEGUNDA TURMA, DJe de 17/02/2021). Em igual sentido: STJ, AgInt no REsp 1.872.808/DF, Rel. Ministro HERMAN BENJAMIN, SEGUNDA TURMA, DJe de 18/12/2020; AgInt no REsp 1.882.478/DF, Rel. Ministro FRANCISCO FALCÃO, SEGUNDA TURMA, DJe de 18/12/2020; AgInt no REsp 1.882.379/DF, Rel. Ministro GURGEL DE FARIA, PRIMEIRA TURMA, DJe de 03/12/2020. PROCESSUAL CIVIL. DIREITO ADMINISTRATIVO. RESPONSABILIDADE CIVIL. AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO RECURSO ESPECIAL. CÓDIGO DE PROCESSO CIVIL DE 2015. APLICABILIDADE. DIREITO ADMINISTRATIVO. PASEP. ATUALIZAÇÃO DOS VALORES DEPOSITADOS NO BANCO DO BRASIL. LEGITIMIDADE. ARGUMENTOS INSUFICIENTES PARA DESCONSTITUIR A DECISÃO ATACADA. APLICAÇÃO DE MULTA. ART. 1.021, § 4º, DO CÓDIGO DE PROCESSO CIVIL DE 2015. DESCABIMENTO. I - Consoante o decidido pelo Plenário desta Corte na sessão realizada em09.03.2016, o regime recursal será determinado pela data da publicação do provimento jurisdicional impugnado. In casu, aplica-se o Código de Processo Civil de 2015. II - Verifico que o acórdão recorrido está de acordo com a orientação desta Corte segundo a qual o Banco do Brasil tem legitimidade para figurar no polo passivo das ações relativas às contribuições para o Programa de Formação do Patrimônio do Servidor Público (PASEP), enquanto sociedade de economia mista gestora do programa. III - O Agravante não apresenta, no agravo, argumentos suficientes para desconstituir a decisão recorrida. IV - Em regra, descabe a imposição da multa prevista no art. 1.021, §

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	4º, do Código de Processo Civil de 2015 em razão do mero desprovimento do Agravo Interno em votação unânime, sendo necessária a configuração da manifesta inadmissibilidade ou improcedência do recurso a autorizar sua aplicação, o que não ocorreu no caso. V - Agravo Interno improvido. (AgInt no REsp n. 1.954.954/CE, relatora Ministra Regina Helena Costa, Primeira Turma, julgado em 21/3/2022, DJe de 25/3/2022.) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> De mais a mais, em situações parelhas a ora sub examine, este Tribunal de Justiça já decidiu (destaquei): <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> APELAÇÃO EM AÇÃO DE INDENIZAÇÃO. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL. TEMA 1150/STJ (TRÂNSITO EM JULGADO EM 17/10/2023). RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS À ORIGEM PARA REGULAR PROCESSAMENTO. 1. Em conformidade com a tese firmada no julgamento do Tema 1150/STJ, constata-se a legitimidade passiva ad causam do Banco do Brasil para figurar na presente demanda, visto que a controvérsia cinge-se acerca dos acréscimos legais e correção monetária, havendo a necessidade de reforma do julgamento de origem para o regular processamento do feito. 2. Ademais, em conformidade com o art. 205 do Código Civil, a prescrição a ser aplicada no caso é a decenal, tendo como marco inicial o momento em que o consumidor tem ciência inequívoca dos danos que lhes foram causados. 3. Por fim, o envio dos autos ao Setor de Cálculos e/ou a produção de outros meios de provas deverão ser executados na origem, durante a instrução do feito, sob pena de supressão de instância. 4. Recurso conhecimento e parcialmente provido. Sentença anulada. Retorno dos autos à origem para regular processamento e julgamento. Apelação Cível- 0052676-36.2021.8.06.0101, Rel. Desembargador(a) JANE RUTH MAIA DE QUEIROGA, 3ª Câmara Direito Privado, data do julgamento: 21/02/2024, data da publicação: 21/02/2024) APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO. PASEP. BANCO DO BRASIL. LEGITIMIDADE PASSIVA. TESE FIXADA PELO STJ NO TEMA 1150. RECURSO PARCIALMENTE PROVIDO. 1. De início, destaco as recentes teses firmadas no julgamento do Tema 1150 do STJ, a respeito dos valores depositados nas conta vinculada ao PASEP: 1) O Banco do Brasil S/A detém a responsabilidade em responder pelas irregularidades vinculadas às contas PASEP, eximindo-se a União Federal, visto que não está em pauta os valores aportados por esta última, mas a adequada gestão dos montantes sob custódia da referida instituição bancária; 2) A prescrição a ser observada é a decenal, conforme preceitua o artigo 205 do Código Civil de 2002; 3) O marco inicial da contagem prescricional é o instante em que o servidor obtém, de forma inequívoca, o conhecimento acerca dos danos, circunstância esta que se consuma apenas com a entrega, por parte do Banco do Brasil, dos extratos microfilmados referentes. 2. Assim, conforme precedente acima colacionado, restou reconhecida a legitimidade do Banco do Brasil para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa.3. Dessa maneira, equivocada a decisão vergastada, na medida em que há legitimidade do Banco do Brasil para figurar o polo passivo da presente ação no que diz respeito à cobrança de reparação por eventual diferença de correção monetária e juros remuneratórios na conta individual da autora vinculada ao fundo PASEP. 4. Recurso parcialmente provido. (TJCE. AC nº 0050254-95.2021.8.06.0131. Rel. Des. Carlos Alberto Mendes Forte. 2ª Câmara

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	Direito Privado. DJe: 07/12/2023) PROCESSO CIVIL. AGRAVO DE INSTRUMENTO. AÇÃO DE OBRIGAÇÃO DE FAZER C/C DANOS MORAIS E MATERIAIS. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR PÚBLICO - PASEP. BANCO DO BRASIL. TESE FIXADA PELO STJ. TEMA 1150. RECURSO CONHECIDO E NÃO PROVIDO. DECISÃO MANTIDA. 1. Trata-se de agravo de instrumento com pedido de efeito suspensivo, interposto por Banco do Brasil contra decisão interlocutória proferida pelo juízo da 21ª Vara Cível da Comarca de Fortaleza, nos autos da ação de obrigação de fazer c/c danos morais e materiais n° 0634579-14.2022.8.06.0000, proposta por Josemeire Gonçalves Paiva. 2. O cerne da controvérsia consiste, precipuamente, em verificar se houve a ocorrência da prescrição quinquenal do débito mencionado na exordial, proveniente, segundo a autora, do Programa de Formação do Patrimônio do Servidor Público ¿ PASEP, bem como se o agravado possui legitimidade passiva para figurar como parte na ação principal. 3. No que diz respeito ao assunto supramencionado, o STJ, no Tema Repetitivo n° 1.150, firmou os seguintes entendimentos: ¿i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 4. Portanto, superadas as premissas acima mencionadas, é medida que se impõe manter a decisão nos seus devidos termos. 5. Recurso conhecido e não provido. A (Agravo de Instrumento - 0634579-14.2022.8.06.0000, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, 4ª Câmara Direito Privado, data do julgamento: 27/02/2024, data da publicação: 27/02/2024) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: -2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 73.7pt; line-height: 200%; mso-pagination: none;"> Assim, resta configurada a legitimidade passiva do banco demandado, ora apelado, para figurar no polo passivo da presente demanda. 3. Mérito Cinge-se a controvérsia recursal em aferir se a pretensão deduzida na exordial encontra-se atingida pela prescrição. Conforme relatado na exordial, a autora foi servidora pública estadual, com inscrição no PASEP sob o nº 1.008.185.550-5. Afirma que após minuciosa apuração contábil feita com base nos contracheques, nas microfilmagens e extratos da conta PASEP fornecidos pelo banco promovido em 28/11/2023, se deu conta dos valores que deixou de receber quando passou para a inatividade, porque não houve a devida correção e atualização monetária, além de supostos saques indevidos, de sua conta vinculada ao PASEP. Defende que com a atualização dos valores retirados ilegalmente e disponíveis na microfilmagem, o valor chega a R$ 39.942,87 (trinta e nove mil novecentos e quarenta e dois reais e oitenta e sete centavos). <p class="MsoNormal" style="margin-bottom: 0cm; text-align: justify; text-justify: inter-ideograph; text-indent:

Processo	0267512-34.2024.8.06.0001
	70.85pt; line-height: 200%; mso-pagination: none;"> De início, importante destacar as recentes teses firmadas no julgamento do Tema 1150 do STJ, a respeito dos valores depositados nas contas vinculada ao PASEP: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. Não obstante, o Superior Tribunal de Justiça entende que, conforme o princípio da actio nata, o curso do prazo prescricional do direito de reclamar inicia-se somente quando o titular do direito subjetivo violado passa a conhecer o fato e a extensão de suas consequências.(EREsp 1.106.366/RS, Rel. Ministro Francisco Falcão, Primeira Seção, DJe de 26.6.2020.). Nesse sentido, o Tema nº 1.150 /STJ dispôs sobre o prazo prescricional para os casos em análise, o qual restou consolidado o prazo decenal, na forma do artigo 205 do Código Civil, assim como a aplicação da teoria da actio nata. Com isso, o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. Assim, conforme demonstrado, a autora somente teve ciência do ato danoso após ter acesso aos extratos microfilmados, em 28/11/2023 (ID 19889752), com o ajuizamento da presente ação em 10 de setembro de 2024. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 150%; mso-pagination: none;"> Nesse sentido, em situações análogas, é o entendimento deste Tribunal de Justiça (Destaquei): <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 150%; mso-pagination: none;"> APELAÇÃO EM AÇÃO DE INDENIZAÇÃO. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL. TEMA 1150/STJ (TRÂNSITO EM JULGADO EM 17/10/2023). RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS À ORIGEM PARA REGULAR PROCESSAMENTO. 1. Em conformidade com a tese firmada no julgamento do Tema 1150/STJ, constata-se a legitimidade passiva ad causam do Banco do Brasil para figurar na presente demanda, visto que a controvérsia cinge-se acerca dos acréscimos legais e correção monetária, havendo a necessidade de reforma do julgamento de origem para o regular processamento do feito. 2. Ademais, em conformidade com o art. 205 do Código Civil, a prescrição a ser aplicada no caso é a decenal, tendo como marco inicial o momento em que o consumidor tem ciência inequívoca dos danos que lhes foram causados. 3. Por fim, o envio dos autos ao Setor de Cálculos e/ou a produção de outros meios de provas deverão ser executados na origem, durante a instrução do feito, sob pena

Processo	0267512-34.2024.8.06.0001
	de supressão de instância. 4. Recurso conhecimento e parcialmente provido. Sentença anulada. Retorno dos autos à origem para regular processamento e julgamento. Apelação Cível - 0052676-36.2021.8.06.0101, Rel. Desembargador(a) JANE RUTH MAIA DE QUEIROGA, 3ª Câmara Direito Privado, data do julgamento: 21/02/2024, data da publicação: 21/02/2024) APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO. PASEP. BANCO DO BRASIL. LEGITIMIDADE PASSIVA. TESE FIXADA PELO STJ NO TEMA 1150. RECURSO PARCIALMENTE PROVIDO. 1. De início, destaco as recentes teses firmadas no julgamento do Tema 1150 do STJ, a respeito dos valores depositados nas conta vinculada ao PASEP: 1) O Banco do Brasil S/A detém a responsabilidade em responder pelas irregularidades vinculadas às contas PASEP, eximindo-se a União Federal, visto que não está em pauta os valores aportados por esta última, mas a adequada gestão dos montantes sob custódia da referida instituição bancária; 2) A prescrição a ser observada é a decenal, conforme preceitua o artigo 205 do Código Civil de 2002; 3) O marco inicial da contagem prescricional é o instante em que o servidor obtém, de forma inequívoca, o conhecimento acerca dos danos, circunstância esta que se consuma apenas com a entrega, por parte do Banco do Brasil, dos extratos microfilmados referentes. 2. Assim, conforme precedente acima colacionado, restou reconhecida a legitimidade do Banco do Brasil para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa.3. Dessa maneira, equivocada a decisão vergastada, na medida em que há legitimidade do Banco do Brasil para figurar o polo passivo da presente ação no que diz respeito à cobrança de reparação por eventual diferença de correção monetária e juros remuneratórios na conta individual da autora vinculada ao fundo PASEP. 4. Recurso parcialmente provido. (TJCE. AC nº 0050254-95.2021.8.06.0131. Rel. Des. Carlos Alberto Mendes Forte. 2ª Câmara Direito Privado. DJe: 07/12/2023) PROCESSO CIVIL. AGRAVO DE INSTRUMENTO. AÇÃO DE OBRIGAÇÃO DE FAZER C/C DANOS MORAIS E MATERIAIS. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR PÚBLICO - PASEP. BANCO DO BRASIL. TESE FIXADA PELO STJ. TEMA 1150. RECURSO CONHECIDO E NÃO PROVIDO. DECISÃO MANTIDA. 1. Trata-se de agravo de instrumento com pedido de efeito suspensivo, interposto por Banco do Brasil contra decisão interlocutória proferida pelo juízo da 21ª Vara Cível da Comarca de Fortaleza, nos autos da ação de obrigação de fazer c/c danos morais e materiais n° 0634579-14.2022.8.06.0000, proposta por Josemeire Gonçalves Paiva. 2. O cerne da controvérsia consiste, precipuamente, em verificar se houve a ocorrência da prescrição quinquenal do débito mencionado na exordial, proveniente, segundo a autora, do Programa de Formação do Patrimônio do Servidor Público ¿ PASEP, bem como se o agravado possui legitimidade passiva para figurar como parte na ação principal. 3. No que diz respeito ao assunto supramencionado, o STJ, no Tema Repetitivo n° 1.150, firmou os seguintes entendimentos: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa ; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep¿. 4. Portanto, superadas as premissas acima mencionadas, é medida que se impõe manter a decisão nos seus devidos termos. 5. Recurso conhecido e não provido. <span style="font-

Processo	0267512-34.2024.8.06.0001
	size: medium;"> (Agravo de Instrumento - 0634579-14.2022.8.06.0000, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, 4ª Câmara Direito Privado, data do julgamento: 27/02/2024, data da publicação: 27/02/2024) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Isto posto, entendo que a prescrição reconhecida pelo Juízo de primeiro grau há de ser afastada, uma vez que restou suficientemente explicitado, diante da descrição fática narrada na petição inicial, que a parte promovente somente teve ciência acerca dos desfalques em seus rendimentos na data de emissão dos extratos microfilmados de sua conta PASEP em 2023. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Por fim, verifica-se que não é possível aplicar a teoria da causa madura nessa instância. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> 4. Dispositivo <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Ante o exposto, com incidência do Tema Repetitivo 1150 do STJ, CONHEÇO do recurso para DAR-LHE PROVIMENTO, a fim de anular a sentença recorrida e determinar o retorno dos autos ao Juízo de origem para o regular processamento e desenvolvimento da ação judicial. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> É como voto. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Fortaleza, data e hora do sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> AD <p style="line-height: 1.2; text-align: center; margin-top: 0pt; margin-

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	bottom: 0pt;" dir="ltr">

Processo	0200887-26.2024.8.06.0160
Número de ordem	31
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	ANTONIO AIRTON RODRIGUES DO NASCIMENTO
Advogado(s) - Polo ativo	FRANCISCO GUSTAVO MUNIZ DE MESQUITA - (CE31449-A)
Polo passivo	BANCO PAN S.A.
Advogado(s) - Polo passivo	WILSON SALES BELCHIOR - (CE17314-A)
Terceiros	Não informado

Processo	0200887-26.2024.8.06.0160
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <div id="WACViewPanel_ClipboardElement" class="WACEditing EditMode EditingSurfaceBody FireFox WACViewPanel_DisableLegacyKeyCodeAndCharCode usehover" style="overflow: hidden; visibility: visible; direction: ltr;"> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> NÚMERO ÚNICO: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 0200887-26.2024.8.06.0160 <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> TIPO DO PROCESSO: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> APELAÇÃO CÍVEL EM AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2"

Processo	0200887-26.2024.8.06.0160
	style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ORIGEM: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 1ª VARA CÍVEL DA COMARCA DE SANTA QUITÉRIA <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> APELANTE: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> ANTÔNIO AIRTON RODRIGUES DO NASCIMENTO <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> APELADO <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> : BANCO PAN S/A <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ÓRGÃO JULGADOR: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> TERCEIRA CÂMARA DE DIREITO PRIVADO <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> RELATORA: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial,

Processo	0200887-26.2024.8.06.0160
	"Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 27px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> EMENTA: CIVIL E PROCESSO CIVIL. DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS <span class="TextRun SCXW45700194 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> . <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESCONTOS INDEVIDOS EM BENEFÍCIO PREVIDENCIÁRIO . AUSÊNCIA DE PROVA DE REGULAR CONTRATAÇÃO. FALHA NA PRESTAÇÃO DO SERVIÇO EVIDENCIADA. RESPONSABILIDADE OBJETIVA. <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> INDENIZAÇÃO POR DANOS MORAIS. MAJORAÇÃO PARA R$ 3.000,00 (TRÊS MIL REAIS). PRECEDENTES DESTA 3ª CÂMARA DE DIREITO PRIVADO. RAZOABILIDADE E PROPORCIONALIDADE. <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA REFORMADA EM PARTE. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 1. <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Caso em exame: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-

Processo	0200887-26.2024.8.06.0160
	weight: normal;" lang="PT-BR"> Trata-se de Apelação Cível interposta por Antônio Airton Rodrigues do Nascimento, objurgando sentença de ID 18041011, proferida pelo MM. Juiz de Direito da 1ª Vara Cível da Comarca de Santa Quitéria, que nos autos da Ação Declaratória de Inexistência de Débito ou Nulidade de Negócio Jurídico C/C Repetição de Indébito e Indenização por Danos Morais, movida pelo ora recorrente em desfavor de Banco Pan S/A, julgou parcialmente procedente a pretensão autoral. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 2 <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> . Questão em discussão: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Reside na análise do montante arbitrado em decorrência da responsabilidade civil por danos morais, uma vez que diante da inexistência de impugnação quanto ao mérito da questão, resta preclusa a discussão quanto à legalidade dos descontos efetuados no benefício previdenciário d o autor . <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 3. <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Razões de decidir: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> No que concerne ao <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> quantum <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> arbitrado a título de danos morais, compete ao magistrado, por ausência de critérios legais, a árdua missão de dosar a verba indenizatória. A indenização deve ser fixada com moderação, observados os princípios da razoabilidade e proporcionalidade, de modo a compensar o sofrimento suportado pela vítima e punir a conduta ilícita do ofensor, sem implicar em enriquecimento ilícito. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent;

Processo	0200887-26.2024.8.06.0160
	color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 4. Na tentativa de orientar o julgador em sua função, a jurisprudência majoritária se formou no sentido de que, nos danos extrapatrimoniais, " <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> para a fixação da correspondente quantificação da indenização devem ser percorridas duas etapas para o arbitramento [método bifásico]. Na primeira etapa, estabelece-se um valor básico para a indenização, considerando-se o interesse jurídico lesado, com base em precedentes. E, na segunda, ponderam-se as circunstâncias do caso, para a fixação definitiva do valor da indenização" (STJ; REsp 1.063.319/SP). <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 5. Considerando todas as circunstâncias acima mencionadas, majoro o valor da compensação por dano moral para R$ 3.000,00 (três mil reais), o que se mostra condizente com precedentes desta respeitável 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará para situações análogas, e atende às particularidades do caso concreto. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 6. <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Dispositivo e Tese: <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Recurso conhecido e parcialmente provido. Sentença primeva reformada em parte <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> apenas para majorar o <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> quantum <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> indenizatório arbitrado a título de dano moral para o valor de R$ 3.000,00 (três mil reais), mantidos, em todos os demais termos, o <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial,

Processo	0200887-26.2024.8.06.0160
	"Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> decisum <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> de piso hostilizado. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> ACÓRDÃO <span class="TextRun EmptyTextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> CONHECER DA APELAÇÃO PARA DAR-LHE PARCIAL PROVIMENTO <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , em conformidade com o voto da eminente Relatora. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <div class="OutlineElement Ltr SCXW45700194

Processo	0200887-26.2024.8.06.0160
	BCX2" style="direction: ltr;"> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Presidente do Órgão Julgador <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Relatora <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 27px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, Arial_EmbeddedFont,

Processo	0200887-26.2024.8.06.0160
	Arial_MSFontService, sans-serif; font-weight: bold; text-decoration: underline;"> RELATÓRIO <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Trata-se de Apelação Cível interposta por Antônio Airton Rodrigues do Nascimento, objurgando sentença de ID 18041011, proferida pelo MM. Juiz de Direito da 1ª Vara Cível da Comarca de Santa Quitéria, que nos autos da Ação Declaratória de Inexistência de Débito ou Nulidade de Negócio Jurídico C/C Repetição de Indébito e Indenização por Danos Morais, movida pelo ora recorrente em desfavor de Banco Pan S/A, julgou parcialmente procedente a pretensão autoral, nos seguintes termos: <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> […] Ante o exposto, <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> JULGO PARCIALMENTE PROCEDENTE <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> a pretensão autoral, resolvendo o mérito da demanda, com fulcro no art. 487, I, do CPC, para: <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial,

Processo	0200887-26.2024.8.06.0160
	"Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> I) declarar a <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> inexistência <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> do negócio jurídico controvertido na exordial e do débito que lhe é correspondente (<span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> contrato nº <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 763761550-6). <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> II – <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> condenar <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> o requerido na obrigação de <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> restituir <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> à parte requerente, de forma dobrada, os valores indevidamente descontados de sua conta bancária, quais sejam: <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> R$ 69,75 (09/2022 a 02/2023), R$ 73,88 (03/2023 a 07/2023), R$ 70,19 (08/2023), R$ 69,96 (09/2023 a 12/2023), R$ 76,62 (03/2024), R$ 71,98 (04/2024 a 06/2024) e as prestações <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> comprovadamente descontadas no curso deste processo <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , em razão do negócio jurídico ora declarado inexistente, com correção monetária pelo IPCA, <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height:

Processo	0200887-26.2024.8.06.0160
	27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> desde o efetivo prejuízo (súmula 43 do STJ) <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> ; e com juros de mora, <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> a partir do evento danoso (art. 398 CC e súmula 54 do STJ) <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> pela SELIC, devendo ser deduzido o IPCA do período, mediante as mudanças introduzidas pela Lei nº 14.905/2024. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> III) condenar o promovido ao pagamento de R$ 1.000,00 (mil reais), a título de indenização por danos morais, corrigido monetariamente pelo IPCA, <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> desde o arbitramento (súmula 43 do STJ) <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> ; com correção monetária pelo IPCA, <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> desde o arbitramento (súmula 362 do STJ) <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> ; e com juros de mora, <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> desde o evento danoso (art. 398 CC e Súmula 54 do STJ) <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , pela SELIC, devendo ser deduzido o IPCA do período, mediante as mudanças introduzidas pela Lei nº 14.905/2024. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-

Processo	0200887-26.2024.8.06.0160
	height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Ademais, considerando que a parte autora sucumbiu em parte mínima do pedido, condeno a parte ré ao pagamento das custas processuais e de honorários advocatícios, estes fixados no percentual de 10% (dez por cento) sobre o valor da condenação [...] <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Adoto o relatório formulado na sentença, transcrevendo-o: <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> “Trata-se de "ação declaratória de inexistência de débito ou nulidade de negócio jurídico c/c repetição de indébito e indenização por danos morais" ajuizada por <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Antônio Airton Rodrigues do Nascimento <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> em face de <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> BANCO PAN S.A <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR">

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	. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Aduz a parte requerente, em síntese, que o promovido indevidamente está realizando descontos em seu benefício previdenciário, em virtude de cartão consignado, com valor reservado de R$ 69,74, com limite de R$ 1.666,00, contrato nº 763761550-6, inclusão em 19/09/2022, situação ativo. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Requer, ao final: a) declaração de inexistência/nulidade da relação contratual; b) restituição em dobro dos valores indevidamente descontados; e c) danos morais no valor de R$ 10.000,00. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Inicial instruída com os documentos de fls. 15/121. Comparecimento do autor na Secretaria desta Unidade, conforme recomendação do NUMOPEDE (fls. 126/128). Decisão de fls. 129/130 em que foi concedida a gratuidade de justiça, invertido o ônus da prova e indeferida a tutela de urgência. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Na decisão de fls. 137, foi decretada a revelia do requerido, bem como a parte autora foi intimada para manifestar interesse na produção de outras provas. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: italic; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> A parte autora não se manifestou (fl. 140). <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial,

Processo	0200887-26.2024.8.06.0160
	"Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194 BCX2"> <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194 BCX2">Sentença de ID 18041011 julgou parcialmente procedentes os pedidos iniciais. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194 BCX2">Recurso de Apelação de ID 18041016, em que o autor defende, quanto ao mérito, a reforma parcial do <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194 BCX2">decisum <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194 BCX2">, para fins de majoração do <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194 BCX2">quantum <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194 BCX2">indenizatório a título de danos morais de R$ 1.000,00 (<span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW45700194 BCX2">hum <span class="NormalTextRun SCXW45700194 BCX2">mil reais), para R$ 10.000,00 (dez mil reais), sob o argumento de que a quantia arbitrada é desproporcional ao dano sofrido. Aventa que é idos <span class="NormalTextRun SCXW45700194 BCX2">o <span class="NormalTextRun SCXW45700194 BCX2">, recebe proventos de 1(um) <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW45700194 BCX2">salário mínimo <span class="NormalTextRun SCXW45700194 BCX2">e que os descontos indevidos, na ordem de R$ 1.5 <span class="NormalTextRun SCXW45700194 BCX2">34 <span class="NormalTextRun SCXW45700194 BCX2">,28 (um mil, quinhentos e <span class="NormalTextRun SCXW45700194 BCX2">trinta e quatro reais <span class="NormalTextRun SCXW45700194 BCX2">e vinte e oito centavos) <span class="NormalTextRun SCXW45700194 BCX2">até a data do protocolo da ação <span class="NormalTextRun SCXW45700194 BCX2">, realizados na sua conta bancária <span class="NormalTextRun SCXW45700194 BCX2">, <span class="NormalTextRun SCXW45700194 BCX2">é algo fustigante e afetaram

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	diretamente a sua subsistência, colocando em risco as condições mínimas de dignidade. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Requer, assim, o conhecimento e provimento do apelo, para alterar a sentença <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> a quo <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> no ponto atacado <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> determinando a majoração dos danos morais em valor razoável ao transtorno sofrido. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Embora devidamente intimada para apresentar contrarrazões, a parte requerida deixou transcorrer o prazo <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> in albis <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , conforme certidão de ID 18041022. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> É o relatório. Decido. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent;

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	color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; text-decoration: none; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR">

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	"Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Diante da inexistência de impugnação por parte d o banco demandad o e a irresignação do autor girar em torno exclusivamente do valor da indenização fixada, quanto ao mérito da questão, resta preclusa a discussão quanto <span class="TextRun SCXW45700194 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> ao fato dos débitos serem indevidos. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #111111;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> In casu <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , o ju iz primev o entendeu que, diante do cotejo fático probatório acostado aos autos e atent o à situação financeira das partes litigantes, é plenamente cabível a condenação d o requerido em R$ 1.000,00 (um mil reais). <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> O autor apelante, por outro lado, argumenta que a quantia arbitrada é desproporcional ao dano sofrido. Aventa que é idos o , recebe proventos de 1(um) salário mínimo e que os descontos indevidos, na ordem de R$ 1.534,28 (um mil, quinhentos e trinta e quatro reais e vinte e oito centavos) <span class="NormalTextRun SCXW45700194

Processo	0200887-26.2024.8.06.0160
	BCX2">até a data do protocolo da ação , realizados na sua conta bancária , é algo fustigante e afetaram diretamente a sua subsistência, colocando em risco as condições mínimas de dignidade. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> O valor a ser arbitrado para a condenação a título de danos morais competirá ao prudente arbítrio do magistrado que, tendo em vista os princípios da proporcionalidade e da razoabilidade, deverá estabelecer uma reparação equitativa, levando-se em conta as peculiaridades de cada caso, como a culpa do agente, a extensão do prejuízo causado e a capacidade econômica do agressor. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Dessa forma, quando nos deparamos com casos como o presente, a fixação da indenização não pode ser inexpressiva a ponto de estimular a repetição do ato ilícito, nem ser exorbitante a ponto de ocasionar enriquecimento sem causa. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Sobre o tema, mostram-se oportunas as lições de Pablo Stolze Gagliano e Rodolfo Pamplona Filho: <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Times New Roman, "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: normal;" lang="PT-BR"> “ <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> A reparação, em tais casos, reside no pagamento de uma soma pecuniária, arbitrada judicialmente, com o objetivo de possibilitar, ao lesado uma satisfação compensatória pelo dano sofrido, atenuando, em parte, as consequências da lesão. (...) <span class="EOP SCXW45700194 BCX2" style="font-

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	size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Quando a vítima reclama a reparação pecuniária em virtude do dano moral que recai, por exemplo, em sua honra, nome profissional e família, não está definitivamente pedindo o chamado pretio doloris , mas apenas que se lhe propicie uma forma de atenuar, de modo razoável, as consequências do prejuízo sofrido, ao mesmo tempo em que pretende a punição do lesante. <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Dessa forma, resta claro que a natureza jurídica da reparação do dano moral é sancionadora (como consequência de um ilícito civil), mas não se materializa através de uma "pena civil", e sim por meio de uma compensação material ao lesado, sem prejuízo, obviamente, das outras funções acessórias da reparação civil." (in Novo Curso de Direito Civil, Vol. III, 9ª ed., Saraiva, p. 119)". <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Na tentativa de orientar o magistrado em sua função, a jurisprudência majoritária se formou no sentido de que, nos danos extrapatrimoniais, " <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> para a fixação da correspondente quantificação da indenização devem ser percorridas duas etapas para o arbitramento [método bifásico]. Na primeira etapa, estabelece-se um valor básico para a indenização, considerando-se o interesse jurídico lesado, com base em precedentes. E, na segunda, ponderam-se as circunstâncias do caso, para a fixação definitiva do valor da indenização" (STJ; REsp 1.063.319/SP). <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> In <span class="NormalTextRun SpellingErrorV2Themed

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	SCXW45700194 BCX2">casu <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , a parte autora é idosa, aposentada, recebe benefício previdenciário de 1(um) salário mínimo e teve indevidamente descontados de seu rendimento , conforme bem explicitado pelo diligente juiz de piso na sentença vergastada, os respectivos valores , “[...] <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> entre os meses de 09/2022 a 02/2023, ocorreram desconto no valor R$ 69,75, nos meses de 03/2023 a 07/2023, ocorreram descontos no valor R$ 73,88, no mês de 08/2023, ocorreu desconto no valor R$ 70,19, nos meses de 09/2023 a 12/2023, ocorreram descontos no valor R$ 69,96, no mês de 03/2024, ocorreu desconto no valor R$ 76,62, nos meses de 04/2024 a 06/2024, ocorreram descontos no valor R$ 71,98, no benefício previdenciário do autor. [...]”. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Frente a essas premissas, considerando a jurisprudência deste Tribunal de Justiça, a capacidade econômica das partes, a extensão do dano, o caráter compensatório e pedagógico da indenização, bem como as circunstâncias do caso concreto, revela-se necessária a majoração do valor da indenização para o valor de R$ 3.000,00 (três mil reais), o que se mostra condizente com precedentes desta Câmara para situações análogas. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Seguem precedentes deste Colegiado: <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px 113px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 27px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> DIREITO DO CONSUMIDOR E CIVIL. APELAÇÃO CÍVEL. AÇÃO DE RESSARCIMENTO C/C REPARAÇÃO DE DANOS MORAIS E MATERIAIS. DESCONTOS INDEVIDOS EM BENEFÍCIO PREVIDENCIÁRIO. INEXISTÊNCIA DE RELAÇÃO CONTRATUAL. REPETIÇÃO DO INDÉBITO EM DOBRO APÓS 30.03.2021. DEVIDA INDENIZAÇÃO POR DANOS MORAIS. RECURSO PROVIDO. I. Caso em exame

Processo	0200887-26.2024.8.06.0160
	1. Apelação cível contra sentença que julgou improcedentes os pedidos de declaração de inexistência de relação contratual, ressarcimento em dobro de valores descontados indevidamente do benefício previdenciário e indenização por danos morais, sob o fundamento de ausência de prova do desconto em conta-corrente . II. Questão em discussão 2. A questão em discussão consiste em saber: (i) se estão presentes os elementos para responsabilização da promovida pelos descontos indevidos; (ii) se é cabível a repetição do indébito em dobro dos valores descontados após 30.03.2021; e (iii) se é devida a indenização por danos morais em razão dos descontos. III. Razões de decidir 3. Demonstrado nos autos, por meio de documentos juntados pela parte autora, que os descontos eram realizados no benefício previdenciário. 4. Não comprovada pela promovida (CONAFER) a autorização para os descontos, impondo-se o reconhecimento de sua irregularidade, conforme art. 373, II, do CPC/2015. 5. Em conformidade com o entendimento do STJ (EAREsp 676.608/RS), a repetição do indébito em dobro independe da má-fé para os descontos realizados após 30.03.2021, salvo serviços públicos, sendo devida apenas a restituição simples quanto a valores anteriores. 6. <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 27px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Os descontos indevidos ultrapassaram o mero aborrecimento, configurando lesão à esfera psíquica da autora, de modo a justificar a indenização por danos morais, fixada em R$ 3.000,00, em observância aos princípios da proporcionalidade e razoabilidade. <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 27px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> IV. Dispositivo e tese 7. Recurso conhecido e provido, para reformar a sentença e julgar procedente o feito, para condenar a promovida/apelada na restituição em dobro dos valores indevidamente descontados do benefício previdenciário da parte autora, devidamente corrigidos, bem como em indenização por danos morais, fixada em R$ 3.000,00 (três mil reais), corrigidos pelo INPC a partir de cada desconto e juros de mora de 1% a partir do evento danoso (Súmula 54, STJ e art. 398, do CC). Tese de julgamento: "1. É devida a restituição dos valores descontados indevidamente de benefício previdenciário, com repetição em dobro quanto aos descontos posteriores a 30.03.2021, independentemente de má-fé. 2. Configuram danos morais os descontos não autorizados que atingem a subsistência do beneficiário." Dispositivos relevantes citados: CF/1988, art. 5º, X; CC/2002, arts . 186, 927, 944; CDC, art. 42, p.u .; CPC/2015, art. 373, II. Jurisprudência relevante citada: STJ, EAREsp 676.608/RS, Rel. Min. Og Fernandes, Corte Especial, j. 21.10.2020; TJCE, Apelação Cível 0200433-29.2024.8.06.0101, Rel. Des(a). Jane Ruth Maia de Queiroga, j. 13.11.2024. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer do Recurso de Apelação Cível para dar-lhe provimento, de acordo com o voto do eminente Relator. Fortaleza, 27 de novembro de 2024 CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (Apelação Cível - 0200255-97.2024.8.06.0160, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 11/12/2024, data da publicação: 11/12/2024) (Destaquei) </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px 113px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #1c1c1c; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-

Processo	0200887-26.2024.8.06.0160
	weight: normal;" lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA CONTRATUAL C/C DANOS MORAIS E MATERIAIS. DIREITO DO CONSUMIDOR. DESCONTOS DECORRENTES DE SUPOSTO CONTRATO DE EMPRÉSTIMO CONSIGNADO FIRMADO ENTRE AS PARTES. AUSÊNCIA COMPROVAÇÃO QUANTO À REGULARIDADE DA OPERAÇÃO. CONTRATO INEXISTENTE. INSURGÊNCIA QUANTO AO VALOR DA INDENIZAÇÃO FIXADA A TÍTULO DE DANOS MORAIS. NECESSIDADE DE OBSERVÂNCIA AOS PRINCÍPIOS DA RAZOABILIDADE E PROPORCIONALIDADE. PRECEDENTES DO ÓRGÃO JULGADOR. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA REFORMADA. I. CASO EM EXAME Versam os autos sobre Apelação Cível (fls. 188/194) interposta por Nilton Ferreira Silva, com o intuito de reformar a sentença (fls. 179/184) proferida pelo MM. Juiz de Direito da 1ª Vara Cível da Comarca de Icó. A sentença foi proferida em sede de Ação Declaratória de Inexistência de Relação Contratual cumulada com Indenização por Danos Morais e Materiais, ajuizada contra Mongeral Aegon Seguros e Previdência S/A e BINCLUB Serviços de Administração e Programas de Fidelidade LTDA. O MM. Juiz julgou parcialmente procedente o pleito autoral. 2. Cinge-se a controvérsia recursal em determinar o acerto, ou não, da decisão de primeiro grau que, ao julgar parcialmente procedentes os pleitos autorais, reconheceu a inexistência do contrato e arbitrou o valor de R$ 1.500,00 (mil e quinhentos reais) a título de reparação por danos morais III. RAZÕES DE DECIDIR 3. O valor a ser estabelecido a título de indenização por danos morais deve se balizar nos princípios da proporcionalidade e da razoabilidade, e considerar os objetivos elementares da reparação, que consistem em: compensar o agente prejudicado em razão de lesão cometida por outrem à sua esfera personalíssima, punir o agente causador do dano, e, por último, dissuadir a reiteração da prática. 4. <span class="TextRun SCXW45700194 BCX2" style="color: #1c1c1c; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Considerando o constrangimento sofrido pela parte, que percebe benefício em valor diminuto, e observando os parâmetros que vêm sendo utilizados por este Tribunal de Justiça, cabível a majoração da indenização por danos morais para o montante de R$ 3.000,00 (três mil reais). <span class="TextRun SCXW45700194 BCX2" style="color: #1c1c1c; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> IV. DISPOSITIVO 5. Recurso conhecido e parcialmente provido. Sentença reformada. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer do recurso interposto para dar-lhe parcial provimento, nos termos do voto do Relator. Fortaleza, data registrada no sistema. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR Desembargador Relator (Apelação Cível - 0200803-12.2022.8.06.0090, Rel. Desembargador(a) FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR, 3ª Câmara Direito Privado, data do julgamento: 02/10/2024, data da publicação: 02/10/2024) (Destaquei) <span class="EOP SCXW45700194 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #1c1c1c; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> 3. DISPOSITIVO <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #1c1c1c;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW45700194

Processo	0200887-26.2024.8.06.0160
	BCX2">Pelo exposto, CONHEÇO DA APELAÇÃO PARA DAR-LHE PARCIAL PROVIMENTO, reformando a sentença atacada para majorar o valor da indenização por danos morais para R$ 3.000,00 (três mil reais), observados os critérios de atualização monetária e juros de mora definidos na instância primeva, mantendo-se inalterada as demais disposições do <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> decisum <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> objurgado. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 15.8667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Finalmente, considerando parâmetros estabelecidos no artigo 85, §2º, do CPC, bem como o atendimento à Tese fixada no Tema 1.059 do STJ, na qual não se aplica o artigo 85, § 11, do CPC, em caso de provimento total ou parcial do recurso, ainda que mínima a alteração do resultado do julgamento ou limitada a consectários da condenação, mantenho os honorários advocatícios arbitrados na origem. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> É como voto. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Fortaleza, data e hora da assinatura digital. <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="LineBreakBlob BlobObject DragDrop SCXW45700194 BCX2" style="font-size: 12pt; line-height: 27px; font-family: WordVisiCarriageReturn_MSFontService, Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> <br class="SCXW45700194 BCX2" /> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-

Processo	0200887-26.2024.8.06.0160
	size: 12pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Relatora <span class="EOP SCXW45700194 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 20.925px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 20.925px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 20.925px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 20.925px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="font-size: 12pt; font-style: normal; line-height: 20.925px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW45700194 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW45700194 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR">

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Número de ordem	32
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	MARIA DE LOURDES LOPES DO NASCIMENTO
Advogado(s) - Polo ativo	IGOR LEITE LOIOLA - (CE39240-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	NEI CALDERON - (SP114904-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> AD <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 3000190-21.2025.8.06.012 TIPO DE PROCESSO: APELAÇÃO CÍVEL EM AÇÃO REVISIONAL DO PASEP C/C PEDIDO DE INDENIZAÇÃO POR DANOS MORAIS ORIGEM: 2ª VARA DA COMARCA DE MASSAPÊ APELANTE: MARIA DE LOURDES LOPES DO NASCIMENTO APELADO: BANCO DO BRASIL S/A ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESEMBARGADORA CLEIDE ALVES DE AGUIAR EMENTA: APELAÇÃO EM AÇÃO DE INDENIZAÇÃO. PASEP. SAQUES INDEVIDOS. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL.

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	PRESCRIÇÃO DECENAL. PRINCÍPIO DA ACTIO NATA. TEORIA DA CIÊNCIA INEQUÍVOCA. PRESCRIÇÃO NÃO CONFIGURADA. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. I- CASO EM EXAME 1. Trata-se de Apelação Cível interposta, adversando sentença proferida nos autos da Ação de Indenização em epígrafe, que julgou improcedente os pedidos deduzidos na inicial pelo reconhecimento da prescrição. 2. A autora alega saques indevidos em conta vinculada ao PASEP e ausência de correta aplicação dos índices de atualização monetária, requerendo a recomposição dos valores. II – QUESTÕES EM DISCUSSÃO 3. Há duas questões em discussão: (i) se a pretensão deduzida na exordial encontra-se atingida pela prescrição; e (ii) a legitimidade passiva do Banco do Brasil para responder por supostas falhas na gestão de contas do PASEP; III – RAZÕES DE DECIDIR 4. O STJ, ao julgar o Tema Repetitivo 1.150, fixou tese no sentido de que o Banco do Brasil detém legitimidade passiva ad causam para demandas que envolvam falhas na prestação do serviço relativo às contas PASEP, incluindo saques indevidos e ausência de aplicação de rendimentos (REsp n. 1.895.936/TO, Rel. Min. Herman Benjamin, Primeira Seção, DJe 21/9/2023). 5. Quanto à prescrição, aplica-se o prazo decenal previsto no art. 205 do Código Civil, sendo o termo inicial a data em que o titular da conta obtém ciência inequívoca dos desfalques, conforme o princípio da actio nata . 6. No caso concreto, a recorrente alegou que somente em 2024 obteve acesso aos extratos microfilmados, tomando conhecimento da irregularidade. Assim, não há que se falar em prescrição do direito de ação. IV – DISPOSITIVO 7. Recurso provido para anular a sentença e determinar o retorno dos autos ao juízo de origem para regular seguimento. ACÓRDÃO Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em CONHECER do recurso interposto, para DAR-LHE PROVIMENTO, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. &

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	DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Apelação Cível interposta por Maria de Lourdes Lopes do Nascimento, adversando sentença proferida pelo MM. Juiz da 2ª Vara da Comarca de Massapê/CE (ID 19964301), nos autos da Ação em epígrafe, movida em desfavor do BANCO DO BRASIL S/A, que julgou improcedente os pedidos deduzidos na inicial pelo reconhecimento da prescrição. Irresignada, a parte autora interpôs o presente apelo (ID 19964304), alegando, em suma, que o termo inicial para contagem do prazo prescricional se dá a partir do momento em que o titular toma ciência inequívoca do dano sofrido na conta individual vinculada ao PASEP, ou seja, em 07/01/2024. Por fim, requer o provimento do apelo, a fim de que seja reformada a decisão de primeiro grau, com o consequente retorno dos autos à origem, para que se processe toda a sua devida instrução. Contrarrazões apresentadas pelo promovido (ID 19964308). Empós, vieram-me conclusos os autos. É o que importa relatar. Passo a decidir. VOTO 1. Admissibilidade Presentes os requisitos intrínsecos e extrínsecos, o que me permite receber o recurso. Passo, então, ao seu deslinde. 2. Da Ilegitimidade Passiva arguida em contrarrazões Colhe-se da peça inaugural que a parte autora imputa ao banco réu a prática de conduta ilícita consistente em saques

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	indevidos da sua conta vinculada ao PASEP, além disso, alega que o promovido não teria aplicado os devidos índices de atualização monetária, o que findou por reduzir a R$ 0,00 o que lhe era devido, ou seja, que o Banco do Brasil teria falhado como gestor/mantenedor dos valores depositados de tal conta. Defende que se levar em conta o fato que o saldo que perfaz hoje é de R$ 0,00 e os valores que foram debitados na conta da autora desde a data de sua inscrição no sistema do PASEP, conclui-se que a mesma deveria ter atualmente o montante de R$ 49.977,54 (quarenta e nove mil, novecentos e setenta e sete reais e cinquenta e quatro centavos), No caso, a questão é de fácil solução porque o Superior Tribunal de Justiça, em decisão publicada em 21 de setembro de 2023, definiu a tese, em julgamento de recurso repetitivo, segundo a qual “o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa” (REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, DJe de 21/9/2023). Ora, quando do julgamento do Tema Repetitivo 1150, o Min. Herman Benjamin, em seu voto bem explanou a questão quando expôs que o STJ possui orientação de que “em ações judiciais nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao Pasep, a União deve figurar no polo passivo da demanda. No entanto, no caso dos autos, a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão banco, derivada de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do Pasep”. Portanto, é inegável que esta demanda judicial tem o precípuo fim de discutir a responsabilidade da instituição financeira pela suposta má gestão dos recursos oriundos do Programa PASEP, de modo que o Banco do Brasil, ora recorrido, possui legitimidade ad causam para figurar no polo passivo da ação, em consonância ao Tema Repetitivo n° 1150, do Superior Tribunal de Justiça. A propósito, para reforçar o posicionamento adotado no Tema Repetitivo 1150, deixo consignado precedentes do próprio STJ que, predecessoramente, já reconhecia a legitimidade do banco gestor do Programa para figurar nas ações que discutiam as irregularidades de sua administração. Confira-se (destaquei): PROCESSUAL CIVIL. CIVIL. AÇÃO INDENIZATÓRIA. PASEP. ATUALIZAÇÃO MONETÁRIA. DEFICIÊNCIA RECURSAL. FALTA DE PREQUESTIONAMENTO. APLICAÇÃO DA SÚMULA N. 282 DO STF. FUNDAMENTO NÃO IMPUGNADO. APLICAÇÃO DAS SÚMULAS N. 283 E 284, AMBAS DO STF. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. COMPETÊNCIA DA JUSTIÇA ESTADUAL. I - Na origem, trata-se ação ajuizada contra a União e o Banco do Brasil objetivando cobrar indenização por danos materiais sob a alegação de que sua conta do Programa de Formação do Patrimônio do Servidor Público - PASEP, administrada pelo réu, deixou de receber a devida atualização monetária, além de ter sido objeto de saques indevidos. Na sentença, negou-se provimento aos pedidos. No Tribunal a quo, a sentença foi reformada para excluir a União do polo passivo e determinar a remessa dos autos à Justiça Estadual. Nesta Corte, não se conheceu do recurso especial. II - A jurisprudência do Superior Tribunal de Justiça é firme no sentido de que esta Corte somente pode conhecer da matéria objeto de julgamento no Tribunal de origem. Ausente o prequestionamento da matéria alegadamente violada, não é possível o conhecimento do recurso especial. Nesse sentido, o enunciado n. 211 da Súmula do STJ: "Inadmissível recurso especial quanto à questão que, a despeito da oposição de embargos declaratórios, não foi apreciada pelo Tribunal a quo"; e, por analogia, os enunciados n. 282 e 356 da Súmula do STF. III - No acórdão recorrido, não foi analisado o conteúdo de nenhum dos dispositivos legais apontados no presente recurso especial, quais sejam, os arts. 17 e 485, VI, do CPC/2015 e os arts. 7º, §§ 6° e 10, parágrafo único, do Decreto n. 4.751/2003, pelo que carece o recurso do indispensável requisito do prequestionamento, fundamental para a interpretação normativa exigida. Incide na hipótese, por analogia, o óbice constante da Súmula n. 282 do STF. IV - No caso

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	em tela a parte sequer opôs embargos de declaração na origem para tentar o prequestionamento da legislação, não sendo o caso de se aventar a hipótese de prequestionamento ficto, conforme pacífico entendimento do STJ. V - As razões recursais apresentadas pelo recorrente estão dissociadas dos fundamentos do acórdão recorrido. Isso porque, ao contrário do que argumenta o recorrente, o cerne do debate não é a discussão sobre a estipulação de índices, taxas de juros e rendimentos da conta PASEP, mas sim a ausência de aplicação dos índices previamente estipulados pela União e a ocorrência de saques indevidos, como bem asseverou o acórdão recorrido. VI - A questão debatida não se relaciona ao recolhimento mensal ao Banco do Brasil, sob incumbência da União Federal, mas sim sobre responsabilidade decorrente da não aplicação de correção monetária e juros legais nos valores contidos em de conta de PASEP. VII - Desde a promulgação da Constituição Federal de 1988, a União deixou de depositar valores nas contas do PASEP do trabalhador, limitando-se sua responsabilidade ao recolhimento mensal ao Banco do Brasil S.A., nos termos do art. 2º da LC n. 8/1970. Por força do art. 5º da referida lei complementar, a administração do Programa compete ao Banco do Brasil S.A., bem como a respectiva manutenção das contas individualizadas para cada trabalhador, de modo que a responsabilidade por eventuais saques indevidos ou má gestão dos valores depositados na conta do PASEP é atribuída à instituição gestora em apreço. VIII - Não há falar em legitimidade da União para figurar no polo passivo da demanda, mas apenas da instituição gestora, no caso, o Banco do Brasil S.A. IX - A ausência de correta aplicação dos índices de atualização do saldo da conta PASEP da parte autora, fundamento utilizado de forma suficiente para manter a decisão proferida no Tribunal a quo, não foi rebatido no apelo nobre, incidem os óbices das Súmulas n. 283 e 284, ambas do STF. X - Nas ações em que se pleiteia a recomposição do saldo existente em conta vinculada ao PASEP, em virtude da não ocorrência dos devidos depósitos, a União deve figurar no polo passivo da demanda, conforme jurisprudência deste Superior Tribunal. XI - A presente lide versa sobre responsabilidade decorrente da má gestão dos valores depositados, a exemplo da ausência de atualização monetária da conta do PASEP e da ocorrência de saques indevidos. XII - O STJ conclui que a legitimidade passiva é do Banco do Brasil e, por consequência, a competência é da justiça comum estadual, em atenção à Súmula n. 42/STJ. A propósito, vide os seguintes precedentes: (AgInt no REsp 1.882.379/DF, relator Ministro Gurgel De Faria, Primeira Turma, julgado em30/11/2020, DJe 3/12/2020 e AgInt no CC 173.836/SE, relator Ministro Sérgio Kukina, Primeira Seção, julgado em 24/11/2020, DJe 26/11/2020.) XIII - Agravo interno improvido. (AgInt no REsp n. 1.898.214/SE, relator Ministro Francisco Falcão, Segunda Turma, julgado em 26/4/2021, DJe de 29/4/2021.) ADMINISTRATIVO E PROCESSUAL CIVIL. AGRAVO INTERNO NO RECURSO ESPECIAL. PASEP. BANCO DO BRASIL. COMPETÊNCIA. ADMINISTRAÇÃO DO PROGRAMA. ARTS. 5º DA LEI COMPLEMENTAR 8/70 E 4º, XII, DO DECRETO 9.978/2019. ALEGAÇÃO DE MÁ GESTÃO DOS VALORES DEPOSITADOS, NO BANCO DO BRASIL, EM CONTA INDIVIDUALIZADA DO PASEP. RECONHECIMENTO DA LEGITIMIDADE PASSIVA AD CAUSAM DA INSTITUIÇÃO BANCÁRIA DEPOSITÁRIA. JURISPRUDÊNCIA DOMINANTE DO STJ. AGRAVO INTERNO IMPROVIDO. (…) V. No caso em apreciação, segundo consta dos autos, a parte autora alega a suposta incorreção nos valores existentes na sua conta individualizada do PASEP, derivada de saques indevidos e de omissão ou de correções errôneas do saldo depositado. Exsurge, assim, a legitimidade passiva ad causam do Banco do Brasil em face da pretensão de correção dos valores da conta do PASEP do autor, por falhas que teriam sido por ele praticadas, como instituição bancária depositária, por ser administrador do Programa. VI. Na forma da jurisprudência do STJ, "em ações nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao PASEP, a União deve figurar no polo passivo da demanda. No entanto, conforme delineado pelo acórdão recorrido, no caso dos autos, a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão do banco, decorrente de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do PASEP. Assim, conclui-se que a legitimidade passiva é do Banco do Brasil S.A., o que define a competência da Justiça Comum estadual. Precedentes do STJ" (STJ, AgInt no REsp 1.878.378/DF, Rel. Ministro HERMAN BENJAMIN, SEGUNDA TURMA, DJe de 17/02/2021). Em igual sentido: STJ, AgInt no REsp 1.872.808/DF, Rel. Ministro HERMAN BENJAMIN, SEGUNDA TURMA, DJe de 18/12/2020; AgInt no REsp 1.882.478/DF, Rel. Ministro FRANCISCO FALCÃO, SEGUNDA TURMA, DJe de 18/12/2020; AgInt no REsp 1.882.379/DF, Rel. Ministro GURGEL DE FARIA, PRIMEIRA TURMA, DJe de

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	03/12/2020. PROCESSUAL CIVIL. DIREITO ADMINISTRATIVO. RESPONSABILIDADE CIVIL. AGRAVO INTERNO NOS EMBARGOS DE DECLARAÇÃO NO RECURSO ESPECIAL. CÓDIGO DE PROCESSO CIVIL DE 2015. APLICABILIDADE. DIREITO ADMINISTRATIVO. PASEP. ATUALIZAÇÃO DOS VALORES DEPOSITADOS NO BANCO DO BRASIL. LEGITIMIDADE. ARGUMENTOS INSUFICIENTES PARA DESCONSTITUIR A DECISÃO ATACADA. APLICAÇÃO DE MULTA. ART. 1.021, § 4º, DO CÓDIGO DE PROCESSO CIVIL DE 2015. DESCABIMENTO. I - Consoante o decidido pelo Plenário desta Corte na sessão realizada em09.03.2016, o regime recursal será determinado pela data da publicação do provimento jurisdicional impugnado. In casu, aplica-se o Código de Processo Civil de 2015. II - Verifico que o acórdão recorrido está de acordo com a orientação desta Corte segundo a qual o Banco do Brasil tem legitimidade para figurar no polo passivo das ações relativas às contribuições para o Programa de Formação do Patrimônio do Servidor Público (PASEP), enquanto sociedade de economia mista gestora do programa. III - O Agravante não apresenta, no agravo, argumentos suficientes para desconstituir a decisão recorrida. IV - Em regra, descabe a imposição da multa prevista no art. 1.021, § 4º, do Código de Processo Civil de 2015 em razão do mero desprovimento do Agravo Interno em votação unânime, sendo necessária a configuração da manifesta inadmissibilidade ou improcedência do recurso a autorizar sua aplicação, o que não ocorreu no caso. V - Agravo Interno improvido. (AgInt no REsp n. 1.954.954/CE, relatora Ministra Regina Helena Costa, Primeira Turma, julgado em 21/3/2022, DJe de 25/3/2022.) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> De mais a mais, em situações parelhas a ora sub examine, este Tribunal de Justiça já decidiu (destaquei): <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> APELAÇÃO EM AÇÃO DE INDENIZAÇÃO. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL. TEMA 1150/STJ (TRÂNSITO EM JULGADO EM 17/10/2023). RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS À ORIGEM PARA REGULAR PROCESSAMENTO. 1. Em conformidade com a tese firmada no julgamento do Tema 1150/STJ, constata-se a legitimidade passiva ad causam do Banco do Brasil para figurar na presente demanda, visto que a controvérsia cinge-se acerca dos acréscimos legais e correção monetária, havendo a necessidade de reforma do julgamento de origem para o regular processamento do feito. 2. Ademais, em conformidade com o art. 205 do Código Civil, a prescrição a ser aplicada no caso é a decenal, tendo como marco inicial o momento em que o consumidor tem ciência inequívoca dos danos que lhes foram causados. 3. Por fim, o envio dos autos ao Setor de Cálculos e/ou a produção de outros meios de provas deverão ser executados na origem, durante a instrução do feito, sob pena de supressão de instância. 4. Recurso conhecimento e parcialmente provido. Sentença anulada. Retorno dos autos à origem para regular processamento e julgamento. Apelação Cível- 0052676-36.2021.8.06.0101, Rel. Desembargador(a) JANE RUTH MAIA DE QUEIROGA, 3ª Câmara Direito Privado, data do julgamento: 21/02/2024, data da publicação: 21/02/2024) APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO. PASEP. BANCO DO BRASIL. LEGITIMIDADE PASSIVA. TESE FIXADA PELO STJ NO TEMA 1150. RECURSO PARCIALMENTE PROVIDO. 1. De início, destaco as

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	recentes teses firmadas no julgamento do Tema 1150 do STJ, a respeito dos valores depositados nas conta vinculada ao PASEP: 1) O Banco do Brasil S/A detém a responsabilidade em responder pelas irregularidades vinculadas às contas PASEP, eximindo-se a União Federal, visto que não está em pauta os valores aportados por esta última, mas a adequada gestão dos montantes sob custódia da referida instituição bancária; 2) A prescrição a ser observada é a decenal, conforme preceitua o artigo 205 do Código Civil de 2002; 3) O marco inicial da contagem prescricional é o instante em que o servidor obtém, de forma inequívoca, o conhecimento acerca dos danos, circunstância esta que se consuma apenas com a entrega, por parte do Banco do Brasil, dos extratos microfilmados referentes. 2. Assim, conforme precedente acima colacionado, restou reconhecida a legitimidade do Banco do Brasil para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa.3. Dessa maneira, equivocada a decisão vergastada, na medida em que há legitimidade do Banco do Brasil para figurar o polo passivo da presente ação no que diz respeito à cobrança de reparação por eventual diferença de correção monetária e juros remuneratórios na conta individual da autora vinculada ao fundo PASEP. 4. Recurso parcialmente provido. (TJCE. AC nº 0050254-95.2021.8.06.0131. Rel. Des. Carlos Alberto Mendes Forte. 2ª Câmara Direito Privado. DJe: 07/12/2023) PROCESSO CIVIL. AGRAVO DE INSTRUMENTO. AÇÃO DE OBRIGAÇÃO DE FAZER C/C DANOS MORAIS E MATERIAIS. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR PÚBLICO - PASEP. BANCO DO BRASIL. TESE FIXADA PELO STJ. TEMA 1150. RECURSO CONHECIDO E NÃO PROVIDO. DECISÃO MANTIDA. 1. Trata-se de agravo de instrumento com pedido de efeito suspensivo, interposto por Banco do Brasil contra decisão interlocutória proferida pelo juízo da 21ª Vara Cível da Comarca de Fortaleza, nos autos da ação de obrigação de fazer c/c danos morais e materiais n° 0634579-14.2022.8.06.0000, proposta por Josemeire Gonçalves Paiva. 2. O cerne da controvérsia consiste, precipuamente, em verificar se houve a ocorrência da prescrição quinquenal do débito mencionado na exordial, proveniente, segundo a autora, do Programa de Formação do Patrimônio do Servidor Público ¿ PASEP, bem como se o agravado possui legitimidade passiva para figurar como parte na ação principal. 3. No que diz respeito ao assunto supramencionado, o STJ, no Tema Repetitivo n° 1.150, firmou os seguintes entendimentos: ¿i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 4. Portanto, superadas as premissas acima mencionadas, é medida que se impõe manter a decisão nos seus devidos termos. 5. Recurso conhecido e não provido. A (Agravo de Instrumento - 0634579-14.2022.8.06.0000, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, 4ª Câmara Direito Privado, data do julgamento: 27/02/2024, data da publicação: 27/02/2024) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: -2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 73.7pt; line-height: 200%; mso-pagination: none;"> Assim, resta configurada a legitimidade passiva do banco demandado, ora apelado, para figurar no polo passivo da presente demanda. 3. Mérito Cinge-se a controvérsia recursal em aferir se a pretensão deduzida na exordial encontra-se atingida pela prescrição. <p class="MsoNormal" style="margin-bottom: 0cm; text-align: justify; text-justify: inter-ideograph; text-indent: 70.85pt; line-height:

Processo	3000190-21.2025.8.06.0121
	200%; mso-pagination: none;"> Conforme relatado na exordial, a autora foi servidora pública estadual, com inscrição no PASEP sob o nº 10110469639. Afirma que ao se dirigir à uma agência do Banco do Brasil, munida das documentações pertinentes para sacar os valores depositados em sua conta individual referente aos valores do Programa do PASEP, se deparou com o saldo de R$0,00, causando-lhe tamanha surpresa e estranheza, pois, durante anos, o responsável pela administração dos recursos originários do Programa do PASEP foi a instituição financeira Banco do Brasil. Argumenta-se que, considerando o saldo atual de R$ 0,00 e os valores debitados da conta da autora desde sua inscrição no sistema do PASEP, é possível concluir que ela deveria possuir, na presente data, o montante de R$ 49.977,54 (quarenta e nove mil, novecentos e setenta e sete reais e cinquenta e quatro centavos). Sustenta que somente soube dos desfalques quando recebeu os cálculos especializados em 20/05/2024. De início, importante destacar as recentes teses firmadas no julgamento do Tema 1150 do STJ, a respeito dos valores depositados nas contas vinculada ao PASEP: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. Não obstante, o Superior Tribunal de Justiça entende que, conforme o princípio da actio nata, o curso do prazo prescricional do direito de reclamar inicia-se somente quando o titular do direito subjetivo violado passa a conhecer o fato e a extensão de suas consequências.(EREsp 1.106.366/RS, Rel. Ministro Francisco Falcão, Primeira Seção, DJe de 26.6.2020.). Nesse sentido, o Tema nº 1.150 /STJ dispôs sobre o prazo prescricional para os casos em análise, o qual restou consolidado o prazo decenal, na forma do artigo 205 do Código Civil, assim como a aplicação da teoria da actio nata. Com isso, o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. Assim, conforme demonstrado, a autora somente teve ciência do ato danoso após ter acesso aos extratos microfilmados, em 2024 (ID 19964299), com o ajuizamento da presente ação em janeiro de 2025. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 150%; mso-pagination: none;"> Nesse sentido, em situações análogas, é o entendimento deste Tribunal de Justiça (Destaquei): <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 150%; mso-pagination: none;"> APELAÇÃO EM AÇÃO DE INDENIZAÇÃO. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL. TEMA 1150/STJ (TRÂNSITO EM JULGADO EM 17/10/2023). RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA ANULADA. RETORNO DOS AUTOS À ORIGEM PARA REGULAR PROCESSAMENTO.

Processo	3000190-21.2025.8.06.0121
	1. Em conformidade com a tese firmada no julgamento do Tema 1150/STJ, constata-se a legitimidade passiva ad causam do Banco do Brasil para figurar na presente demanda, visto que a controvérsia cinge-se acerca dos acréscimos legais e correção monetária, havendo a necessidade de reforma do julgamento de origem para o regular processamento do feito. 2. Ademais, em conformidade com o art. 205 do Código Civil, a prescrição a ser aplicada no caso é a decenal, tendo como marco inicial o momento em que o consumidor tem ciência inequívoca dos danos que lhes foram causados. 3. Por fim, o envio dos autos ao Setor de Cálculos e/ou a produção de outros meios de provas deverão ser executados na origem, durante a instrução do feito, sob pena de supressão de instância. 4. Recurso conhecimento e parcialmente provido. Sentença anulada. Retorno dos autos à origem para regular processamento e julgamento. Apelação Cível - 0052676-36.2021.8.06.0101, Rel. Desembargador(a) JANE RUTH MAIA DE QUEIROGA, 3ª Câmara Direito Privado, data do julgamento: 21/02/2024, data da publicação: 21/02/2024) APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO. PASEP. BANCO DO BRASIL. LEGITIMIDADE PASSIVA. TESE FIXADA PELO STJ NO TEMA 1150. RECURSO PARCIALMENTE PROVIDO. 1. De início, destaco as recentes teses firmadas no julgamento do Tema 1150 do STJ, a respeito dos valores depositados nas conta vinculada ao PASEP: 1) O Banco do Brasil S/A detém a responsabilidade em responder pelas irregularidades vinculadas às contas PASEP, eximindo-se a União Federal, visto que não está em pauta os valores aportados por esta última, mas a adequada gestão dos montantes sob custódia da referida instituição bancária; 2) A prescrição a ser observada é a decenal, conforme preceitua o artigo 205 do Código Civil de 2002; 3) O marco inicial da contagem prescricional é o instante em que o servidor obtém, de forma inequívoca, o conhecimento acerca dos danos, circunstância esta que se consuma apenas com a entrega, por parte do Banco do Brasil, dos extratos microfilmados referentes. 2. Assim, conforme precedente acima colacionado, restou reconhecida a legitimidade do Banco do Brasil para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa.3. Dessa maneira, equivocada a decisão vergastada, na medida em que há legitimidade do Banco do Brasil para figurar o polo passivo da presente ação no que diz respeito à cobrança de reparação por eventual diferença de correção monetária e juros remuneratórios na conta individual da autora vinculada ao fundo PASEP. 4. Recurso parcialmente provido. (TJCE. AC nº 0050254-95.2021.8.06.0131. Rel. Des. Carlos Alberto Mendes Forte. 2ª Câmara Direito Privado. DJe: 07/12/2023) PROCESSO CIVIL. AGRAVO DE INSTRUMENTO. AÇÃO DE OBRIGAÇÃO DE FAZER C/C DANOS MORAIS E MATERIAIS. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR PÚBLICO - PASEP. BANCO DO BRASIL. TESE FIXADA PELO STJ. TEMA 1150. RECURSO CONHECIDO E NÃO PROVIDO. DECISÃO MANTIDA. 1. Trata-se de agravo de instrumento com pedido de efeito suspensivo, interposto por Banco do Brasil contra decisão interlocutória proferida pelo juízo da 21ª Vara Cível da Comarca de Fortaleza, nos autos da ação de obrigação de fazer c/c danos morais e materiais n° 0634579-14.2022.8.06.0000, proposta por Josemeire Gonçalves Paiva. 2. O cerne da controvérsia consiste, precipuamente, em verificar se houve a ocorrência da prescrição quinquenal do débito mencionado na exordial, proveniente, segundo a autora, do Programa de Formação do Patrimônio do Servidor Público ¿ PASEP, bem como se o agravado possui legitimidade passiva para figurar como parte na ação principal. 3. No que diz respeito ao assunto supramencionado, o STJ, no Tema Repetitivo n° 1.150, firmou os seguintes entendimentos: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa ; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência

Processo	3000190-21.2025.8.06.0121
	dos desfalques realizados na conta individual vinculada ao Pasep¿. 4. Portanto, superadas as premissas acima mencionadas, é medida que se impõe manter a decisão nos seus devidos termos. 5. Recurso conhecido e não provido. (Agravo de Instrumento - 0634579-14.2022.8.06.0000, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, 4ª Câmara Direito Privado, data do julgamento: 27/02/2024, data da publicação: 27/02/2024) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Isto posto, entendo que a prescrição reconhecida pelo Juízo de primeiro grau há de ser afastada, uma vez que restou suficientemente explicitado, diante da descrição fática narrada na petição inicial, que a parte promovente somente teve ciência acerca dos desfalques em seus rendimentos na data de emissão dos extratos microfilmados de sua conta PASEP em 2024. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Por fim, verifica-se que não é possível aplicar a teoria da causa madura nessa instância. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> 4. Dispositivo <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Ante o exposto, com incidência do Tema Repetitivo 1150 do STJ, CONHEÇO do recurso para DAR-LHE PROVIMENTO, a fim de anular a sentença recorrida e determinar o retorno dos autos ao Juízo de origem para o regular processamento e desenvolvimento da ação judicial. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> É como voto. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> Fortaleza, data e hora do sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 2.85pt; text-align: justify; text-justify: inter-ideograph; text-indent: 68.05pt; line-height: 200%; mso-pagination: none;"> AD

Processo	3003464-65.2025.8.06.0000
Número de ordem	33
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado

Processo	3003464-65.2025.8.06.0000
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Efeito Suspensivo / Impugnação / Embargos à Execução
Polo ativo	JEAN CARLOS PEREIRA TORRES LIMA
Advogado(s) - Polo ativo	MARIA ALINE DUARTE RIBEIRO - (CE13898-A)
Polo passivo	MANOEL ROMILDO GONCALVES JUNIOR MARTA DE OLIVEIRA SPINOSA GONCALVES
Advogado(s) - Polo passivo	ADELGIDES FIGUEIREDO CORREIA NETO - (CE8209-A)
Terceiros	Não informado
Voto proferido pelo relator	Não informado

Processo	0259875-66.2023.8.06.0001
Número de ordem	34
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	BANCO PAN S.A.
Advogado(s) - Polo ativo	CRISTIANE BELINATI GARCIA LOPES - (CE23649-A)
Polo passivo	KLEBER DA SILVA CIRIACO
Advogado(s) - Polo passivo	GABRIEL MARCO PIMENTEL ARCHANJO DE OLIVEIRA - (CE41822-A) PAULO ROBERTO LOPES JUNIOR - (CE46673-A)
Terceiros	Não informado

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Acordão	<p style="text-align: center;"> <img src="

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	preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> I. CASO EM EXAME <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> 1. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Trata-se de Agravo Interno interposto adversando decisão monocrática proferida por esta Relatoria, que negou provimento à apelação apresentada pela instituição financeira. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> II. DISCUSSÃO EM QUESTÃO <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-

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	word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> 2. A questão em discussão consiste em saber se a taxa de juros remuneratórios contratada, superior à média de mercado, configura abusividade e se a abusividade dos encargos afasta a mora do devedor, inviabilizando a continuidade da ação de busca e apreensão. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> III. RAZÕES DE DECIDIR <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> 3. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> O entendimento consolidado na jurisprudência pátria, manifestado inclusive em acórdão proferido em recurso repetitivo no âmbito do Superior Tribunal de Justiça, é no sentido de respeitar os juros remuneratórios conforme contratados, possibilitando a revisão apenas quando demonstrada sua exorbitância em relação à taxa média praticada pelo mercado financeiro. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. Nesse sentido, a jurisprudência deste Tribunal, aplicando o entendimento do Superior Tribunal de Justiça, utiliza o parâmetro de uma vez e meia a taxa média de juros para aferir a abusividade na taxa de juros contratada. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 5. No caso em estudo, diante da taxa de juros remuneratórios constante do contrato apresentado (42,46% ao ano) e da taxa média divulgada pelo Banco Central para o mesmo tipo de contrato, na época da contratação (27,43% ao ano), conclui-se pela presença de abusividade e vantagem exagerada em favor da instituição financeira, uma vez que a taxa contratada supera uma vez e meia a taxa média divulgada pelo BACEN. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 6. Desse modo, constatada a abusividade na pactuação de juros remuneratórios (período da normalidade do contrato), impõe-se reconhecer descaracterizada a mora do demandado. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr

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	SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> IV. DISPOSITIVO <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> 7. Recurso conhecido e desprovido. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-

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	height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para negar-lhe provimento, nos termos do voto do relator. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Fortaleza, 14 de maio de 2025 <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family:

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	"Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> RELATOR <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP

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	SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Trata-se de Agravo Interno interposto pelo <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Banco Pan S/A, <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> adversando decisão monocrática proferida por esta Relatoria, que negou provimento à apelação apresentada pela instituição financeira. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size:

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	12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Nas razões do agravo, a promovente pugna pela reforma da decisão monocrática, com o julgamento de procedência do pleito exordial. Para tanto, defende a ausência de abusividade nos juros contratados e a ausência da descaracterização da mora. Ressalta que as taxas de juros contratadas estão dentro do parâmetro adotado pelo STJ para aferição de possível abusividade, uma vez que inferior ao dobro da média de mercado divulgada pelo BACEN. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Sem Contrarrazões. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family:

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user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; 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margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-

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	indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Presentes os pressupostos que autorizam a admissibilidade do apelo, recebo o recurso e passo a apreciá-lo. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> No mérito recursal aponta o recorrente que a espécie não é de descaracterização da mora, pois que os <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">juros contratado são legais e o simples fato de a taxa efetiva cobrada no contrato estar acima da taxa média de mercado, por si só, não caracteriza abusividade. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Pois bem. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> O entendimento consolidado na jurisprudência pátria, manifestado inclusive em acórdão proferido em recurso repetitivo no âmbito do Superior Tribunal de Justiça, é no sentido de respeitar os juros remuneratórios conforme contratados, possibilitando a revisão apenas quando demonstrada sua exorbitância em relação à taxa média praticada pelo mercado financeiro. Da mesma forma, entende a Corte Superior pela inaplicabilidade da regra prevista no art. 406 do Código Civil aos juros remuneratórios estipulados em contrato de mútuo bancário. Confira-se: <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO PROCESSUAL CIVIL E BANCÁRIO. RECURSO ESPECIAL. AÇÃO REVISIONAL DE CLÁUSULAS DE CONTRATO BANCÁRIO. INCIDENTE DE PROCESSO REPETITIVO. JUROS REMUNERATÓRIOS. CONFIGURAÇÃO DA MORA. JUROS MORATÓRIOS. INSCRIÇÃO/MANUTENÇÃO EM CADASTRO DE INADIMPLENTES. DISPOSIÇÕES DE OFÍCIO. DELIMITAÇÃO DO JULGAMENTO. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Omissis) <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> . <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> ORIENTAÇÃO <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun

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	SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">1 - JUROS REMUNERATÓRIOS a) As instituições financeiras não se sujeitam à limitação dos juros remuneratórios estipulada na Lei de Usura (Decreto 22.626/33), Súmula 596/STF; <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> b) A estipulação de juros remuneratórios superiores a 12% ao ano, por si só, não indica abusividade; <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> c) São inaplicáveis aos juros remuneratórios dos contratos de mútuo bancário as disposições do art. 591 c/c o art. 406 do CC/02; <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> d) É admitida a revisão das taxas de juros remuneratórios em situações excepcionais, desde que caracterizada a relação de consumo e que a abusividade (capaz de colocar o consumidor em

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	desvantagem exagerada (art. 51, §1º, do CDC) fique cabalmente demonstrada, ante às peculiaridades do julgamento em concreto. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> ORIENTAÇÃO 2 - (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Omissis). <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Recurso especial parcialmente conhecido e, nesta parte, provido, para declarar a legalidade da cobrança dos juros remuneratórios, como pactuados, e ainda decotar do julgamento as disposições de ofício. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR"

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	xml:lang="PT-BR"> Ônus sucumbenciais redistribuídos. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp 1061530/RS, Rel. Ministra NANCY ANDRIGHI, SEGUNDA SEÇÃO, julgado em 22/10/2008, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 10/03/2009) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-

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	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">Não é que os juros remuneratórios contratados devam ser sempre limitados à taxa média do mercado à época da contratação, até porque uma medida dessa natureza implicaria em verdadeiro "congelamento" das taxas de juros, cuja incumbência descabe ao Poder Judiciário. A taxa média de mercado é apenas um parâmetro para se aferir a ocorrência de abusividade, de tal forma que uma taxa superior à média, por si só, não indica abusividade. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Com efeito, somente se admite como abusiva a taxa de juros remuneratórios na hipótese em que os juros contratados forem bastante discrepantes em relação à taxa média do mercado verificada na época da contratação para a mesma modalidade de crédito. Nesse sentido, confira-se o entendimento da Corte Superior: <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> AGRAVO INTERNO NO AGRAVO EM RECURSO ESPECIAL. AÇÃO REVISIONAL DE CONTRATO. JUROS REMUNERATÓRIOS. ABUSIVIDADE. LIMITAÇÃO. TAXA MÉDIA. DISSÍDIO JURISPRUDENCIAL. AUSÊNCIA. SIMILITUDE FÁTICA. ALTERAÇÃO. CONJUNTO FÁTICO-PROBATÓRIO. CLÁUSULAS CONTRATUAIS. SÚMULAS Nº 5 E 7/STJ. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 1. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Os juros remuneratórios devem ser limitados à taxa média de mercado apenas quando comprovada, no caso concreto, a significativa discrepância entre a taxa pactuada e a taxa de mercado para operações similares. Precedentes. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 2. A demonstração do dissídio jurisprudencial pressupõe a ocorrência de similitude fática entre o acórdão atacado e os paradigmas. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI

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	Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 3. Acolher a tese pleiteada pela agravante exigiria exceder os fundamentos do acórdão impugnado e adentrar no exame das provas e das cláusulas contratuais, procedimentos vedados em recurso especial, a teor das Súmulas <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">nºs 5 e 7/STJ. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. Agravo interno não provido. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgInt no <span

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	class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AREsp n. 2.220.130/RS, relator Ministro Ricardo Villas Bôas <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Cueva , Terceira Turma, julgado em 27/3/2023, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 31/3/2023.) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (Destacamos). <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times

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	New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> PROCESSUAL CIVIL. AGRAVO INTERNO NO AGRAVO EM RECURSO ESPECIAL. HARMONIA ENTRE O ACÓRDÃO RECORRIDO E A JURISPRUDÊNCIA DO STJ. SÚMULA 568/STJ. REEXAME DE FATOS E PROVAS. INADMISSIBILIDADE. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 1. Ação revisional, fundada na abusividade da taxa de juros remuneratórios.2. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> É admitida a revisão das taxas de juros remuneratórios em situações excepcionais, desde que caracterizada a relação de consumo e que a abusividade capaz de colocar o consumidor em desvantagem exagerada (art. 51, §1 º, do CDC) fique cabalmente demonstrada, ante às peculiaridades do julgamento em concreto. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> A taxa de juros remuneratórios, verificada sua abusividade, deve ser limitada à taxa média de mercado, divulgada pelo Banco Central do Brasil. Precedente. Ante o entendimento dominante do tema nesta Corte Superior, aplica-se, no particular, a Súmula 568/STJ. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 3. O reexame de fatos e a interpretação de cláusulas contratuais em

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	recurso especial são inadmissíveis. A incidência das Súmulas 5 e 7/STJ prejudica a análise do dissídio jurisprudencial pretendido. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Precedentes desta Corte. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. Agravo interno no agravo em recurso especial não provido. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgInt <span class="NormalTextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	0259875-66.2023.8.06.0001
	transparent; margin: 0px; padding: 0px; user-select: text;">no <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AREsp n. 2.236.067/RS, relatora Ministra Nancy Andrighi, Terceira Turma, julgado em 27/3/2023, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 29/3/2023.) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (Destacamos). <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> A jurisprudência deste Tribunal, aplicando o entendimento do Superior Tribunal de Justiça utiliza o parâmetro de uma vez e meia a taxa média de juros para aferir

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	a abusividade na taxa de juros contratada. Confira-se (sem destaques no original): <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. DIREITO PROCESSUAL CIVIL. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> AÇÃO REVISIONAL DE CONTRATO DE FINANCIAMENTO DE VEÍCULO <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> . INSURGÊNCIA DA PARTE AUTORA CONTRA A DECISÃO DE IMPROCEDÊNCIA DA AÇÃO. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> JUROS REMUNERATÓRIOS. LIMITAÇÃO À TAXA MÉDIA DE MERCADO. DESCABIMENTO. AUSÊNCIA DE ABUSIVIDADE DA TAXA CONTRATADA. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> CAPITALIZAÇÃO MENSAL DE JUROS. POSSIBILIDADE. EXPRESSA PREVISÃO CONTRATUAL NA ESPÉCIE. SÚMULAS 539 E 541 DO STJ. COMISSÃO DE

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	PERMANÊNCIA. AUSÊNCIA DE PREVISÃO CONTRATUAL E DE COBRANÇA. PERÍCIA. INOVAÇÃO RECURSAL. PEDIDO PRECLUÍDO. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 1. Trata-se de Apelação Cível proposta pela parte autora, contra a sentença que julgou improcedente a ação de revisional proposta, agora postula a reforma da decisão, alegando que, o contrato de financiamento é abusivo, ante a cobrança <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">de, taxas de juros acima da média, juros de capitalização, cobrança de tarifas e cobrança da comissão de corretagem com outros encargos, além da descaracterização da mora e o pedido de perícia. 2. Dos juros remuneratórios. Acerca desse tema, prevalece a orientação firmada no Resp. nº. 1.061.530/RS, submetido a julgamento pela sistemática dos recursos repetitivos: “(...) d) É admitida a revisão das taxas de juros remuneratórios em situações excepcionais, desde que caracterizada a relação de consumo e que a abusividade (capaz de colocar o consumidor em desvantagem exagerada art. 51, § 1º, do CDC) fique cabalmente demonstrada, ante as peculiaridades do caso concreto.”. 3. No caso em questão, verifica-se que a Cédula de Crédito Bancário emitida em 21/10/2019, com taxa de juros remuneratória de 1,77% ao mês e 23,43% ao ano, apresenta valores superiores à média informada pelo Banco Central do Brasil para o mesmo período, que era de 1,51% ao mês e 19,65% ao ano. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Contudo, aplicando-se o critério de aferição da abusividade dos juros, que considera abusivas taxas superiores a uma vez e meia a média de mercado, conclui-se que as taxas contratadas, embora superiores, não ultrapassam esse limite, não havendo, portanto, motivo para a intervenção do Poder Judiciário. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. Capitalização mensal dos juros. Conforme os enunciados das Súmulas 539 e 541 do STJ, é permitida a capitalização dos juros em periodicidade inferior à anual nos contratos firmados após a edição da MP nº. 1.963-17/2000, reeditada pela MP nº. 2.170-36/2001, desde que expressamente pactuada. Entende-se por satisfeita a pactuação quando o contrato bancário evidencia que a taxa de juros anual é superior ao duodécuplo da mensal, como ocorreu no caso concreto. 5. Comissão de Permanência. De acordo com o enunciado da Súmula 472/STJ a cobrança de comissão de permanência é válida, desde que de forma isolada e seu valor não ultrapasse a soma dos encargos remuneratórios e moratórios previstos no contrato. Entretanto, no contrato em análise não há previsão de cobrança da comissão de permanência em caso de atraso no pagamento. 6. Da perícia. A parte autora, ora apelante, solicita a realização de perícia contábil na demanda revisional de contrato de financiamento de veículo automotor. Contudo, após a apresentação da contestação pela instituição financeira ré, foi concedido prazo para a autora apresentar réplica, momento em que não foi requerida a perícia. Assim, o pedido de perícia precluiu, pois o prazo para tal manifestação foi concedido e não utilizado. Além disso, conceder a perícia agora acarretaria supressão de instâncias, configurando inovação recursal. Portanto, indefere-se a realização da perícia. 7. Recurso conhecido e desprovido. Sentença mantida. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px

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	0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (Apelação Cível - 0050045-71.2021.8.06.0117, Rel. Desembargador(a) MARIA DE FÁTIMA DE MELO LOUREIRO, 2ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> PROCESSO CIVIL. APELAÇÕES CÍVEIS. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> AÇÃO REVISIONAL. ALIENAÇÃO FIDUCIÁRIA. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> SENTENÇA EXTRA PETITA. INOCORRÊNCIA.CÓDIGO DE DEFESA DO CONSUMIDOR. APLICABILIDADE. CAPITALIZAÇÃO DOS JUROS PACTUADA <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> . REGULARIDADE. JUROS REMUNERATÓRIOS CONTRATUAIS. AUSÊNCIA DE

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	ONEROSIDADE EXCESSIVA. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> ALEGAÇÃO DE COBRANÇA INDEVIDA DE SEGURO. CONTRATAÇÃO EM APARTADO. DELIBERALIDADE DO CONSUMIDOR. VALIDADE DA COBRANÇA. TARIFA DE CADASTRO NÃO ABUSIVA. ALEGAÇÃO DE COBRANÇA INDEVIDA DA TAXA DE AVALIAÇÃO DO BEM. REGULARIDADE. VEÍCULO USADO QUE DEPENDE DE VISTORIA. PRECEDENTES DO STJ E DESTE EGRÉGIO TRIBUNAL. RECURSO DE APELAÇÃO DA PARTE AUTORA CONHECIDO E DESPROVIDO. RECURSO DE APELAÇÃO DA PARTE RÉ CONHECIDO E PARCIALMENTE PROVIDO. 1. Não há que se falar em sentença extra petita se o magistrado decidiu dentro dos limites propostos pelas partes. 2. É entendimento pacífico no Superior Tribunal de Justiça a plena aplicabilidade, no presente caso, do CDC. 3. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> No caso em tela, a capitalização de juros foi pactuada expressamente, conforme análise do contrato acostado às fls. 38/ <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ss pelo próprio autor, ora apelante, uma vez que, na esteira da Súmula nº 541, do STJ, sendo a taxa de juros anual estipulada no contrato de 23,01% superior ao duodécuplo da taxa mensal de 1,74%, permite-se a cobrança da taxa anual contratada, porquanto expressamente pactuada entre as partes. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 4. Os juros pactuados, no patamar de 1,74% a.m. e 23,018% a.a., não se mostram substancialmente discrepantes da média praticada pelo mercado, uma vez que esta taxa, de acordo com o Sistema gerenciador de séries temporais do BACEN, no mês de maio de 2023, era de 2,08% a.m. e 18,65% a.a., dessa forma, não está configurado o excesso no caso concreto, uma vez que a taxa aplicada não chega a ser sequer maior que 1,5x da taxa média de mercado para as referidas operações à época da celebração da avença, parâmetro que entendo como razoável, não se caracterizando a onerosidade excessiva alega da pela parte apelante <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> . 5. Verifico que consta nos autos proposta de adesão ao seguro em documento separado, motivo pelo qual entendo que se deve reconhecer a sua legalidade, uma vez que ficou demonstrada a adesão voluntária por parte do consumidor. 6. No que concerne à Tarifa de Cadastro, a Resolução nº 3.919/2010 do Banco Central do Brasil admite a referida cobrança e define como fato gerador a "realização de pesquisa em serviços de proteção ao crédito, base de dados e informações cadastrais, e tratamento de dados e informações necessárias ao início do relacionamento decorrente da abertura de conta de depósitos à vista ou de poupança ou contratação de operação de crédito ou de arrendamento mercantil, não podendo ser cobrada cumulativamente". Súmula 566 do STJ: Nos contratos bancários posteriores ao início da vigência da Resolução- CMN n. 3.518/2007, em 30/4/2008, pode ser cobrada a tarifa de cadastro no início do relacionamento entre o consumidor e a instituição financeira. (SEGUNDA SEÇÃO, julgado

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	em 24/02/2016, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 29/02/2016). No caso concreto, o contrato celebrado em 03/2020 firmou a cobrança de R$ 999,00 a título de Tarifa de Cadastro, situação que <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">obedece o teor da Súmula acima referida, posto que, autoriza-se as instituições financeiras efetuarem a referida cobrança, uma única vez, no início do relacionamento entre contratante e contratado. 7. Quanto à validade da cobrança, em contratos bancários, de despesas com serviços prestados por terceiros, a taxa de avaliação do bem, nos termos da Resolução CMN 3.919/2010, tem por fato gerador a "avaliação, reavaliação e substituição de bens recebidos em garantia <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">" , e estando prevista no contrato celebrado com o consumidor, não há irregularidade em sua cobrança, salvo se demonstrado excesso ou a não prestação do serviço. Como visto, a cobrança da tarifa de avaliação do bem é válida, uma vez que o bem financiado foi dado em garantia do financiamento, e, em se tratando de veículo usado, a liberação do financiamento depende da devida vistoria e avaliação. 8. Recursos conhecidos. Apelo da parte autora desprovido. Apelação da parte ré parcialmente provido. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (Apelação Cível - 0204951-13.2023.8.06.0064, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023, 3ª Câmara Direito Privado, data do julgamento: 08/05/2024, data da publicação: 08/05/2024) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR">

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	<span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> PROCESSUAL CIVIL. APELAÇÃO CÍVEL. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> AÇÃO REVISIONAL. CONTRATO DE EMPRÉSTIMO CONSIGNADO. TAXA DE JUROS REMUNERATÓRIOS MANTIDA. ABUSIVIDADE NÃO EVIDENCIADA. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> CAPITALIZAÇÃO MENSAL. PACTUAÇÃO COMPROVADA NOS TERMOS DA SÚMULA 541/STJ. RECURSO CONHECIDO E NÃO PROVIDO. SENTENÇA MANTIDA. 1. Trata-se de recurso de apelação cível interposto por Josué Ferreira de Oliveira Filho contra a sentença prolatada pelo Juízo da 1ª Vara da Comarca de Fortaleza que, nos autos de ação revisional de contrato n° 0200935-45.2022.8.06.0001 proposta em face de Banco Itaú S/A, julgou improcedentes os pleitos autorais. 2. No que tange à reputada ilegalidade da capitalização de juros, vê-se que dispensa reparos o decisum guerreado, porquanto é entendimento firme do STJ o de que a capitalização mensal de juros, desde que expressamente prevista, é permitida nos contratos celebrados após a edição da MP 1.963-17/2000, de 30/03/2000. 3. Sobre a matéria, a Corte Cidadã editou as Súmulas 539 e 541. Súmula 539: “É permitida a capitalização de juros com periodicidade inferior à anual em contratos celebrados com instituições integrantes do Sistema Financeiro Nacional a partir de 31/3/2000 (MP n. 1.963-17/2000, reeditada como MP n. 2.170-36/2001), desde que expressamente pactuada.” (Súmula 539, SEGUNDA SEÇÃO, julgado em 10/06/2015, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 15/06/2015). Súmula 541: “A previsão no contrato bancário de taxa de juros anual superior ao duodécuplo da mensal é suficiente para permitir a cobrança da taxa efetiva anual contratada.” (Súmula 541, SEGUNDA SEÇÃO, julgado em10/06/2015, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 15/06/2015) 4. Verificando-se que o contrato em questão foi celebrado após 31/03/2000, não há que se falar em abusividade das cláusulas relativas à capitalização de juros na espécie e, consequentemente, em nulidade contratual neste aspecto, restando afastado tal pleito. <span class="TextRun SCXW143312457 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 5. Cumpre mencionar a Súmula 382/STJ: “A estipulação de juros remuneratórios superiores a 12%ao ano, por si só, não indica abusividade". É entendimento desta 4ª Câmara de Direito Privado que, para a configuração da abusividade, é preciso que a taxa de juros remuneratórios seja superior a uma vez e meia à taxa média praticada pelo mercado, divulgada pelo Banco Central do Brasil - BACEN, para a modalidade de contrato em questão (STJ, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp n. 1255573/RS), o que não se ocorreu no caso em tela. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 6. Recurso conhecido e não provido. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (Apelação Cível - 0200935-45.2022.8.06.0001, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, 4ª Câmara Direito Privado, data do julgamento: 07/05/2024, data da publicação: 08/05/2024) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size:

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	12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO PROCESSUAL E DIREITO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO REVISIONAL. CERCEAMENTO DE DEFESA. NULIDADE DA SENTENÇA POR AUSÊNCIA DE PERÍCIA CONTÁBIL. NÃO OCORRÊNCIA. DESNECESSIDADE DE PRODUÇÃO DE PROVAS. PRECEDENTES TJCE. ALEGAÇÃO DE ABUSIVIDADES DAS CLÁUSULAS CONTRATUAIS. CAPITALIZAÇÃO DE JUROS EXPRESSAMENTE PACTUADA. SÚMULA 541 DO STJ. JUROS REMUNERATÓRIOS PRATICADOS NO CONTRATO NO PATAMAR DE 18,15% A.A. QUE NÃO SE MOSTRAM DISCREPANTES DA MÉDIA PRATICADA PELO MERCADO NO PERÍODO CONTRATADO, QUE É DE 23,84% A.A. ABUSIVIDADE NÃO CONFIGURADA. PRECEDENTES STJ E TJCE. SENTENÇA MANTIDA. RECURSO CONHECIDO E NÃO PROVIDO. 1. Cinge-se a controvérsia recursal em verificar a ocorrência de cerceamento de defesa e a necessidade de revisão contratual e, por conseguinte, o reconhecimento de cláusula abusiva, considerando as alegações de cobrança ilegal de juros remuneratórios abusivos, a capitalização de juros e a presença indevida de comissão de permanência. 2. No cotejo dos autos, verifica-se que as provas produzidas se mostram suficientes, pois a controvérsia versa sobre matéria preponderantemente de direito, com entendimento jurisprudencial já consolidado. Em outros termos, a análise da validade de cláusulas contratuais depende unicamente de apreciação do próprio contrato. 3. PRECEDENTES TJCE: TJCE - Apelação Cível- 0236637-52.2022.8.06.0001, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 22/02/2023, data da publicação: 24/02/2023; TJCE - Apelação Cível - 0005046-45.2014.8.06.0160, Rel. Desembargador(a) MARIA DE FÁTIMA DE MELO LOUREIRO, 2ª Câmara Direito Privado, data do julgamento: 08/02/2023, data da publicação: 08/02/2023; TJCE - Apelação Cível - 0271815-96.2021.8.06.0001, Rel. Desembargador(a) LIRA RAMOS DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 08/06/2022, data da publicação: 08/06/2022; TJCE - Apelação Cível - 0236022-96.2021.8.06.0001, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 06/09/2022, data da publicação: 06/09/2022. 4. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> O Superior Tribunal de Justiça tem entendimento consolidado no sentido de que a taxa média de mercado apurada pelo Banco Central para operações de crédito, na mesma época do negócio celebrado, pode ser usada como referência no exame da abusividade dos juros remuneratórios, mas não se revela como valor absoluto a ser adotado em todos os casos. O simples fato de a taxa de juros remuneratórios praticada pela instituição financeira exceder a taxa média do mercado não induz, por si só, à conclusão de abusividade/ilegalidade, consistindo a referida taxa em um referencial a ser considerado, e não em um limite que deva ser necessariamente observado pelas instituições financeiras 5. Portanto, para o reconhecimento da natureza abusiva dos juros remuneratórios, deve ser comprovada a ocorrência de significativa discrepância entre a taxa média de mercado e aquela praticada pela instituição financeira. Merece relevo e anotação o fato de o Superior Tribunal de Justiça possuir julgados em que consideram como abusivas taxas superiores a uma vez e meia (voto proferido pelo Min. Ari Pargendler no <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp 271.214/RS, Rel. p. Acórdão Min. Menezes Direito, DJ de 04.08.2003), ao dobro (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data;

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	border-bottom: 1px solid transparent;">Resp 1.036.818, Terceira Turma, minha relatoria, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 20.06.2008) ou ao triplo (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp 971.853/RS, Quarta Turma, Min. Pádua Ribeiro, DJ de 24.09.2007) da média. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Ocorre que essa aferição acerca da abusividade/ilegalidade não é automática e objetiva, devendo ser observada as circunstâncias do caso concreto. 6. Infere-se, assim, que a natureza abusiva/ilegal da taxa de juros contratada haverá de ser demonstrada de acordo com as circunstâncias de cada caso concreto, levando-se em consideração as peculiaridades como custo da captação dos recursos no local e à época do contrato; o valor e o prazo do financiamento; as fontes de renda do cliente; as garantias ofertadas, a existência de prévio relacionamento do cliente com a instituição financeira, análise do perfil de risco de crédito do tomador, a forma de pagamento da operação, entre outros aspectos. 7. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Omissis) <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 15. Assim, estando a decisão integralmente em conformidade com a legislação, com os precedentes do Superior Tribunal de Justiça e deste Tribunal, não havendo fundamentação apta a ensejar a sua modificação, o não provimento do recurso é medida que se impõe. 16. Recurso conhecido e não provido. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

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	transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (Apelação Cível - 0016283-28.2018.8.06.0163, Rel. Desembargador(a) LIRA RAMOS DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 08/03/2023, data da publicação: 09/03/2023) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Como dito acima, também o STJ tem aplicado, inclusive em julgamentos monocráticos, o parâmetro de uma vez e meia a taxa média de juros do mercado para verificar eventual abusividade dos juros contratados. Para ilustrar: <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align:

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	baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> RECURSO ESPECIAL Nº 1.858.601 - RS (2020/0012936-6) [...]. A decisão da Justiça local destoa da jurisprudência das Turmas da Segunda Seção do STJ, assente no sentido de que "a circunstância de a taxa de juros remuneratórios praticada pela instituição financeira exceder a taxa média do mercado não induz, por si só, à conclusão de cobrança abusiva, consistindo a referida taxa em um referencial a ser considerado, e não em um limite que deva ser necessariamente observado pelas instituições financeiras. Para considerar abusivos os juros remuneratórios praticados, é imprescindível que se proceda, em cada caso específico, a uma demonstração cabal de sua natureza abusiva <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> - <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp n. 1.061.530/RS, Relatora Ministra NANCY ANDRIGHI, SEGUNDA SEÇÃO, julgado em 22/10/2008, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 10/3/2009" (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AREsp n. 809.862/RS, Relator Ministro RAUL ARAÚJO, QUARTA TURMA, julgado em 19/09/2017, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 13/10/2017). <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Em tais circunstâncias, considerando que não há significativa discrepância entre a taxa média de mercado e o índice pactuado - que não chega a ultrapassar sequer uma vez e meia o percentual médio divulgado pelo BACEN -, deve ser reformada a decisão recorrida, que reconheceu a

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	abusividade da cláusula de juros prevista no contrato <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> . Aplica-se ao caso a Súmula n. 568 do STJ: "O relator, monocraticamente e no Superior Tribunal de Justiça, poderá dar ou negar provimento ao recurso quando houver entendimento dominante acerca do tema." Ante o exposto, DOU PROVIMENTO ao recurso especial, para permitir a cobrança dos juros remuneratórios contratados, reconhecer a mora da parte recorrida e afastar a repetição de indébito, invertendo-se o ônus de sucumbência. Publique-se e intimem-se. Brasília, 19 de junho de 2020. Ministro ANTONIO CARLOS FERREIRA <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">Relator(STJ - <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp : 1858601 RS 2020/0012936-6, Relator: Ministro ANTONIO CARLOS FERREIRA, Data de Publicação: DJ 30/06/2020) (Destacamos). <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> No caso em estudo, diante da taxa de juros remuneratórios constante do contrato apresentado (42,46% ao ano) e da taxa média divulgada pelo Banco Central para o mesmo tipo de contrato, na época da contratação (27,43% ao ano), conclui-se pela presença de abusividade e vantagem exagerada em favor da instituição financeira, uma vez que a taxa contratada supera uma vez e meia a taxa média divulgada pelo BACEN. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New

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	Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Desse modo, constatada a abusividade na pactuação de juros remuneratórios (período da normalidade do contrato), impõe-se reconhecer descaracterizada a mora do demandado. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Nesse sentido, confira-se o entendimento do STJ proferido, inclusive, em julgamento de recurso repetitivo representativo da controvérsia (destacamos): <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New

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	Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO PROCESSUAL CIVIL E BANCÁRIO. RECURSO ESPECIAL. AÇÃO REVISIONAL DE CLÁUSULAS DE CONTRATO BANCÁRIO. INCIDENTE DE PROCESSO REPETITIVO. JUROS REMUNERATÓRIOS. CONFIGURAÇÃO DA MORA. JUROS MORATÓRIOS. INSCRIÇÃO/MANUTENÇÃO EM CADASTRO DE INADIMPLENTES. DISPOSIÇÕES DE OFÍCIO. DELIMITAÇÃO DO JULGAMENTO Constatada a multiplicidade de recursos com fundamento em idêntica questão de direito, foi instaurado o incidente de processo repetitivo referente aos contratos bancários subordinados ao Código de Defesa do Consumidor, nos termos da ADI n.º 2.591-1. Exceto: cédulas de crédito rural, industrial, bancária e comercial; contratos celebrados por cooperativas de crédito; contratos regidos pelo Sistema Financeiro de Habitação, bem como os de crédito consignado. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Para os efeitos do § 7º do art. 543-C do CPC, a questão de direito idêntica, além de estar selecionada na decisão que instaurou o incidente de processo repetitivo, deve ter sido expressamente debatida no acórdão recorrido e nas razões do recurso especial, preenchendo todos os requisitos de admissibilidade. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Neste julgamento, os requisitos específicos do incidente foram verificados quanto às seguintes questões: i) juros remuneratórios; <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) configuração da mora; <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iii) juros moratórios; <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">iv) inscrição/manutenção em cadastro de inadimplentes e v) disposições de ofício. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0259875-66.2023.8.06.0001
	padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> PRELIMINAR O Parecer do MPF opinou pela suspensão do recurso até o julgamento definitivo da ADI 2.316/DF. Preliminar rejeitada ante a presunção de constitucionalidade do art. 5º da MP n.º 1.963-17/00, reeditada sob o n.º 2.170-36/01. I - JULGAMENTO DAS QUESTÕES IDÊNTICAS QUE CARACTERIZAM A MULTIPLICIDADE. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> ORIENTAÇÃO 1 - JUROS REMUNERATÓRIOS a) As instituições financeiras não se sujeitam à limitação dos juros remuneratórios estipulada na Lei de Usura (Decreto 22.626/33), Súmula 596/STF; b) A estipulação de juros remuneratórios superiores a 12% ao ano, por si só, não indica abusividade; c) São inaplicáveis aos juros remuneratórios dos contratos de mútuo bancário as disposições do art. 591 c/c o art. 406 do CC/02; d) É admitida a revisão das taxas de juros remuneratórios em situações excepcionais, desde que caracterizada a relação de consumo e que a abusividade (capaz de colocar o consumidor em desvantagem exagerada ? art. 51, §1º, do CDC) fique cabalmente demonstrada, ante às peculiaridades do julgamento em concreto. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> ORIENTAÇÃO 2 - CONFIGURAÇÃO DA MORA a) O reconhecimento da abusividade nos encargos exigidos no período da normalidade contratual (juros remuneratórios e capitalização) <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">descarateriza a mora; <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px;

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	font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> b) Não descaracteriza a mora o ajuizamento isolado de ação revisional, nem mesmo quando o reconhecimento de abusividade incidir sobre os encargos inerentes ao período de inadimplência contratual. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (OMISSIS). <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp n. 1.061.530/RS, relatora Ministra Nancy Andrighi, Segunda Seção, julgado em 22/10/2008, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 10/3/2009.) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Nessa perspectiva, uma vez inicialmente comprovada a mora do devedor, a qual veio, posteriormente, a ser descaracterizada pela presença de cláusula abusiva incidente durante o período de normalidade contratual, deve a busca e apreensão ser julgada improcedente, nos termos do entendimento do Colendo STJ. Confira-se (sem destaques no original): <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO CIVIL. RECURSO ESPECIAL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. LIMINAR DE BUSCA E APREENSÃO DO BEM REVOGADA. DESCARACTERIZAÇÃO DA MORA. RESTITUIÇÃO DE VEÍCULO AO DEVEDOR FIDUCIANTE. INVIABILIDADE, ANTE A SUA ALIENAÇÃO. RESTITUIÇÃO QUE DEVE OBSERVAR O VALOR MÉDIO DE MERCADO DO VEÍCULO À ÉPOCA DA BUSCA E APREENSÃO. MORA DESCARACTERIZADA. FIXAÇÃODE MULTA COM BASE NO ART. 3º, § 6º, DO DECRETO-LEI N. 911/69. JULGAMENTO DE IMPROCEDÊNCIA. 1. Ação de busca e apreensão, em virtude de suposto inadimplemento

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	de contrato de financiamento, garantido por alienação fiduciária. 2. Ação ajuizada em 16/11/2018. Recurso especial concluso ao gabinete em 22/04/2021. Julgamento: CPC/2015. 3. O propósito recursal é definir i) qual é o valor a ser restituído à devedora fiduciante quando há venda extrajudicial do bem no bojo de ação de busca e apreensão posteriormente julgada extinta <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">semresolução do mérito - se o valor do veículo na Tabela FIPE à época da apreensão do bem ou se o valor propriamente obtido com a sua venda extrajudicial; e <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">ii) se a condenação ao pagamento da multa prevista no art. 3º, § 6º, do DL 911/69 subsiste ainda que a ação de busca e apreensão tenha sido julgado extinta sem resolução do mérito. 4. Após a execução da liminar de busca e apreensão do bem, o devedor terá o prazo de 5 (cinco) dias para pagar a integralidade da dívida pendente, oportunidade em que o bem lhe será restituído sem o respectivo ônus. Caso o devedor não efetue o pagamento no prazo legal, haverá a consolidação da propriedade e da posse plena e exclusiva do bem móvel objeto da alienação fiduciária no patrimônio do credor. 5. Consolidado o bem no patrimônio do credor, estará ele investido em todos os poderes inerentes à propriedade, podendo vender o bem. Se, contudo, efetivar a venda e a sentença vier a julgar improcedente o pedido, o risco do negócio é seu, devendo ressarcir os prejuízos que o devedor fiduciante sofrer em razão da perda do bem. 6. Privado indevidamente da posse de seu veículo automotor, a composição do prejuízo do devedor fiduciante deve traduzir-se no valor de mercado do veículo no momento de sua apreensão indevida (valor do veículo na Tabela FIPE à época da ocorrência da busca e apreensão). 7. A multa prevista no art. 3º, § 6º, do Decreto-lei 911/69 não é cabível quando houver extinção do processo sem julgamento do mérito. 8. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> No entanto, uma vez demonstrada, no ajuizamento da ação, a devida constituição em mora do fiduciante, a sua descaracterização - porque reconhecida, a partir da análise das cláusulas pactuadas, a abusividade dos encargos no período de normalidade contratual - implica o julgamento de improcedência do pedido de busca e apreensão e não a extinção do processo sem resolução do mérito. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 9. Recurso especial conhecido e não provido, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">commajoração de honorários. (STJ - <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp : 1933739 RS 2021/0115960-9, Relator: Ministra NANCY ANDRIGHI, Data de Julgamento: 15/06/2021, T3 - TERCEIRA TURMA, Data de

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	Publicação: <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 17/06/2021) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> CIVIL E PROCESSUAL. AGRAVO REGIMENTAL. PREQUESTIONAMENTO. INOVAÇÃO. INADMISSIBILIDADE. AÇÃO DE BUSCA E APREENSÃO. CONTRATO DE FINANCIAMENTO COM ALIENAÇÃO FIDUCIÁRIA. DESCARACTERIZAÇÃO DA MORA. COBRANÇA DE ENCARGOS INDEVIDOS. TEMA PACIFICADO. RECURSO MANIFESTAMENTE PROCRASTINATÓRIO. MULTA, ART. 557, § 2º, DO CPC. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> I. A realização de depósitos no decorrer da lide não foi objeto das razões recursais, carecendo de prequestionamento. Inovação em sede regimental inadmissível. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

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	Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> II. <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> A cobrança de acréscimos indevidos importa na descaracterização da mora, de forma a tornar inadmissível a busca e apreensão do bem (2ª Seção, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">EREsp n. 163.884/RS, Rel. p/ acórdão Min. Ruy Rosado de Aguiar, por maioria, DJU de 24.09.2001, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgR-Resp n. 423.266/RS, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp 231.319/RS e <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgR-AG n. 334.371/RS). Manutenção da improcedência da ação. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times

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	New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> III. Sendo manifestamente improcedente e procrastinatório o agravo, é de se aplicar a multa prevista no art. 557, § 2º, do CPC, de 1% (um por cento) sobre o valor atualizado da causa, ficando a interposição de novos recursos sujeita ao prévio recolhimento da penalidade imposta. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">AgRg no <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp n. 1.224.455/RS, relator Ministro Aldir Passarinho Júnior, Quarta Turma, julgado em 17/3/2011, <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe de 24/3/2011.) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size:

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	12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Dessa forma, uma vez reconhecida a improcedência da Ação de Busca e Apreensão, cabível é a imposição de restituição do bem apreendido ao demandado, ou, caso não seja possível por já ter sido alienado, o pagamento de valor correspondente ao do bem, na época da apreensão, observada a tabela FIPE, além da aplicação da multa prevista no art. 3º, § 6º, do Decreto-Lei nº 911/69, nos exatos termos em que estabelecido na sentença. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Nesse sentido, confira-se o entendimento deste Tribunal de Justiça: <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

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	text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> EMBARGOS DE DECLARAÇÃO EM APELAÇÃO CÍVEL. OMISSÕES. BUSCA E APREENSÃO. MORA DESCARACTERIZADA. DEVOLUÇÃO DO VEÍCULO E/OU RESSARCIMENTO DE QUANTIA EQUIVALENTE, NA HIPÓTESE DE ALIENAÇÃO/VENDA DO BEM. FIXAÇÃO DE MULTA COM BASE NO ART. 3º, § 6º, DO DECRETO-LEI N. 911/69. OMISSÃO. OCORRÊNCIA. DECLARATÓRIOS CONHECIDOS E PARCIALMENTE PROVIDOS. 1. O recurso de embargos de declaração está previsto no Código de Processo Civil, em seu art. 1.022, consoante o qual "cabem embargos de declaração contra qualquer decisão judicial para: I esclarecer obscuridade ou eliminar contradição; II suprir omissão de ponto ou questão sobre o qual devia se pronunciar o juiz de oficio ou a requerimento; III corrigir erro material", sendo igualmente cabíveis para o prequestionamento de matéria constitucional e legal para fins de interposição de Recursos Especial e Extraordinário. 2. No caso, assiste razão às alegações da embargante quanto as omissões apontadas, haja vista que o julgado foi silente no que se refere a necessidade de restituição do veículo, e caso não seja possível, a conversão da obrigação em perdas e danos, bem como a aplicação da multa prevista no art. 3º, § 6º, do Decreto-Lei nº 911/69. 3. Neste sentido, o acórdão (fls. 349/353) julgou totalmente improcedente o pedido da ação de busca e apreensão, reconhecendo a descaracterização da mora, uma vez verificada a abusividade nos encargos exigidos no período da normalidade contratual (capitalização de juros). 4. Portanto, diante da improcedência da ação pelo reconhecimento da descaracterização da mora, deve o veículo ser restituído a embargante. 5. No caso de impossibilidade de devolução do veículo, em função de eventual venda/alienação, a hipótese é de conversão da obrigação em perdas e danos, cabendo ao banco o ressarcimento da quantia equivalente ao preço médio de um veículo de mesmo modelo e do mesmo ano com espeque no preço estipulado na Tabela FIPE, vigente à época da busca e apreensão, com o acréscimo de correção monetária pelo IGP-M e incidência de juros de 1% ao mês até a data do efetivo reembolso. 6. Ademais, o Superior Tribunal de Justiça possui posicionamento no sentido de que “a multa prevista no art. 3º, § 6º, do Decreto-lei 911 /69 não é cabível quando houver extinção do processo sem julgamento do mérito. No entanto, uma vez demonstrada, no ajuizamento da ação, a devida constituição em mora do fiduciante, a sua descaracterização - porque reconhecida, a partir da análise das cláusulas pactuadas, a abusividade dos encargos no período de normalidade contratual - implica o julgamento de improcedência do pedido de busca e apreensão e não a extinção do processo sem resolução do mérito.” (STJ - <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp : 1933739 RS 2021/0115960-9, Relator: Ministra NANCY ANDRIGHI, Data de Julgamento: 15/06/2021, T3 - TERCEIRA TURMA, Data de Publicação: <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">DJe 17/06/2021). 7. Assim, em caso de impossibilidade de restituição em decorrência da venda do veículo, deve ser aplicada a conversão da obrigação em perdas e danos, e a multa de 50% sobre o valor atualizado do veículo na tabela FIPE, nos termos do art. 3º, § 6º, do Decreto-Lei nº 911/69. 8. Declaratórios conhecidos e providos. (Embargos de Declaração Cível - 0219055-05.2023.8.06.0001, Rel. Desembargador(a) CARLOS ALBERTO MENDES FORTE, 2ª Câmara Direito Privado, data do julgamento: 21/02/2024, data da publicação: 22/02/2024) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New

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	Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. SENTENÇA DE IMPROCEDÊNCIA. DISCUSSÃO SOBRE A LEGALIDADE DE CLÁUSULAS CONTRATUAIS COMO MATÉRIA DE DEFESA NA AÇÃO DE BUSCA E APREENSÃO DECORRENTE DE ALIENAÇÃO FIDUCIÁRIA EM SEDE DE CONTESTAÇÃO. POSSIBILIDADE APENAS PARA DESCARACTERIZAÇÃO DA MORA. RECONVENÇÃO. DESNECESSIDADE. ALEGAÇÃO DE VIOLAÇÃO À SÚMULA 381 DO STJ. INOBSERVÂNCIA AFASTADA. A ABUSIVIDADE DAS CLÁUSULAS CONTRATUAIS FOI DEVIDAMENTE ARGUIDA PELO DEVEDOR (CONSUMIDOR) PARA O FIM - TÃO SOMENTE - DE AFASTAR A MORA. JULGAMENTO DE IMPROCEDÊNCIA DA AÇÃO. ADEQUADO. INFORMAÇÃO NOS AUTOS SOBRE A IMPOSSIBILIDADE DE RESTITUIÇÃO DO VEÍCULO. NECESSIDADE DE APLICAÇÃO DA MULTA PREVISTA NO §6º DO ART. 3º DO DECRETO-LEI 911/69. POSSIBILIDADE. RECURSO CONHECIDO E NÃO PROVIDO. SENTENÇA MANTIDA. MATÉRIA DEVOLVIDA. A questão devolvida a este Tribunal busca verificar se é correta sentença que determinou, por entender que a mora do devedor não se configurou nos autos em razão da existência de encargos abusivos (cobrança de juros remuneratórios em patamar excessivo e cobrança de juros capitalizados diariamente), a devolução do bem apreendido ou a aplicação da sanção prevista no §6º do art. 2º do Decreto-lei 911/96, em valor equivalente a 50% (cinquenta por cento) do valor originalmente financiado, devidamente atualizado, sem prejuízo da conversão da obrigação em perdas e danos. DISCUSSÃO SOBRE A LEGALIDADE DE CLÁUSULAS CONTRATUAIS COMO MATÉRIA DE DEFESA, EM SEDE DE CONTESTAÇÃO, NA AÇÃO DE BUSCA E APREENSÃO DECORRENTE DE ALIENAÇÃO FIDUCIÁRIA. A respeito da discussão das cláusulas contratuais, é entendimento consolidado no STJ ser possível discutir na contestação, em ação de busca e apreensão decorrente de alienação fiduciária, eventual abusividade contratual. Precedente STJ (Informativo 509). Isso, porque a discussão quanto às cláusulas apontadas como abusivas ou a respeito da cobrança de encargos contrários ao contrato, como matéria de defesa, tem o condão apenas de descaracterização da mora, <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlContextualSpellingAndGrammarErrorV2,url("data; border-bottom: 1px solid transparent;">acarretando em consequência, a improcedência do pedido formulado na ação de busca e apreensão. Não tem, portanto, o condão de acarretar a revisão do contrato, convertendo a contestação em ação revisional. Para tanto, é imprescindível o ajuizamento de ação própria (revisional) ou o manejo de reconvenção pelo devedor. DA DESCONSTITUIÇÃO DA MORA. Reconhecida ilegalidade dos encargos pactuados no período da normalidade contratual (juros remuneratórios e capitalização de juros),

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	reconhecida está a descaracterização da mora, conforme posicionamento consolidado pelo Superior Tribunal de Justiça (STJ), no julgamento dos <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">Resp <span class="NormalTextRun SpellingErrorV2Themed SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: var(--urlSpellingErrorV2,url("data; border-bottom: 1px solid transparent;">nºs . 1061530/RS, 1.639.320/SP e 1.639.259/SP (Temas STJ 28, 29 e 972). A instituição financeira/apelante sustenta, ainda, que não cabe revisão de contrato na ação de busca e apreensão, não sendo possível ao julgador conhecer, de ofício, da abusividade das cláusulas. A respeito, verifica-se que o juízo a quo não ultrapassou esse limite, mas apenas reconheceu as abusividades pontuadas pelo devedor em sua peça contestatória para o fim de afastar a mora, requisito essencial da ação de busca e apreensão. DA IMPOSSIBILIDADE DE RESTITUIÇÃO DO VEÍCULO E DA APLICAÇÃO DA MULTA PREVISTA NO §6º DO ART. 3º DO DECRETO-LEI 911/69. Verifica-se que acertado foi o julgamento de improcedência da ação de busca e apreensão, uma vez que no ajuizamento da ação, apesar de demonstrada a constituição em mora do devedor-fiduciante, a sua descaracterização foi reconhecida por meio da análise das cláusulas pactuadas, que concluiu pela abusividade dos encargos no período de normalidade contratual, o que implica no julgamento de improcedência do pedido de busca e apreensão, não se falando em abertura de prazo para emenda da inicial. A respeito, o entendimento do STJ, no julgamento do Resp. 1.933.739/RS, foi no sentido de que “uma vez demonstrada, no ajuizamento da ação, a devida constituição em mora do fiduciante, a sua descaracterização - porque reconhecida, a partir da análise das cláusulas pactuadas, a abusividade dos encargos no período de normalidade contratual - implica o julgamento de improcedência do pedido de busca e apreensão e não a extinção do processo sem resolução do mérito”. Recurso conhecido e não provido. Sentença mantida. <span class="LineBreakBlob BlobObject DragDrop SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (Apelação Cível - 0202112-50.2023.8.06.0117, Rel. Desembargador(a) CARLOS AUGUSTO GOMES CORREIA, 1ª Câmara Direito Privado, data do julgamento: 22/11/2023, data da publicação: 22/11/2023) <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Desse modo, não havendo fundamentação que justifique a alteração da decisão vergastada, a sua manutenção é a medida que se impõe. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Diante do exposto, forte na fundamentação supra, conheço do recurso para NEGAR-LHE PROVIMENTO, mantendo inalterado todos os termos da decisão vergastada. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> É como voto. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Fortaleza, 14 de maio de 2025. <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-

Processo	0259875-66.2023.8.06.0001
	wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Relator <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-

Processo	0259875-66.2023.8.06.0001
	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW143312457 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;">

Processo	0260132-57.2024.8.06.0001
Número de ordem	35
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Obrigação de Fazer / Não Fazer
Polo ativo	ALESSON GOMES DA SILVA MARIA LILIAN ALVES SILVA
Advogado(s) - Polo ativo	FRANCISCO ALDAIRTON RIBEIRO CARVALHO JUNIOR - (CE16045-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	NEI CALDERON - (SP114904-A)
Terceiros	Não informado

Processo	0260132-57.2024.8.06.0001
Acordão	<p style="text-align: center;"> <img src="

Processo	0260132-57.2024.8.06.0001
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	Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">A QUO <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">COM O ACESSO AO EXTRATO MICROFILMADO. MÉRITO. ALEGAÇÃO DE QUANTIAS NÃO CONDIZENTES COM O REAL VALOR ESPERADO NA CONTA DO PASEP. ILEGITIMIDADE <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AD CAUSAM <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DO BANCO DO BRASIL PARA FIGURAR NO POLO PASSIVO. INCIDÊNCIA DO TEMA REPETITIVO 1150, DO STJ. COMPETÊNCIA DA JUSTIÇA ESTADUAL. PRECEDENTES. DECISÃO MONOCRÁTICA QUE ANULOU A SENTENÇA E DETERMINOU O RETORNO DOS AUTOS AO PRIMEIRO GRAU DE JURISDIÇÃO. DILAÇÃO PROBATÓRIA QUE SE FAZ NECESSÁRIA. SITUAÇÃO DE OBSERVÂNCIA DA NOTA TÉCNICA Nº 07/2024, DO TJCE. RECURSO CONHECIDO E DESPROVIDO. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">I. CASO EM EXAME <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">1. Trata-se de recurso de Agravo Interno interposto contra decisão proferida por esta Relatoria, que anulou a sentença prolatada e determinou o retorno dos autos à origem, dando provimento ao apelo outrora apresentado. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -

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	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">II. DISCUSSÃO EM QUESTÃO <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">2. A questão em discussão consiste em definir se a instituição financeira gestora do Programa PIS/PASEP tem responsabilidade por eventual falha na prestação do serviço bancário em decorrência de saques indevidos e desfalques na conta vinculada ao programa. Cinge-se a controvérsia, portanto, sobre a legitimidade passiva da instituição financeira e a competência da Justiça Estadual para o julgamento do feito. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">III. RAZÕES DE DECIDIR <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

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	Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">3. No caso, considerando que o Banco do Brasil atua como depositário dos valores recolhidos e responsável por executar as determinações do Conselho Diretor do Fundo PIS/PASEP, vinculado à Secretaria do Tesouro Nacional do Ministério da Economia, se ele deixar de cumprir essas funções ou o fizer de forma inadequada, mostra-se parte legítima para ser integrar a demanda. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. Nesse sentido, é o tema 1.150 do Superior Tribunal de Justiça, julgado sob o rito dos recursos repetitivos: “ <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.”. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR"

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	xml:lang="PT-BR">5. Reconhecida a legitimidade passiva da instituição financeira, de rigor, portanto, a aplicação do Enunciado de Súmula 42 do Superior Tribunal de Justiça para determinar a competência da Justiça Estadual para processar e julgar as causas cíveis relativas ao PASEP, em razão da gestão das referidas contas realizada pelo Banco do Brasil S/A, sociedade de economia mista. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">6. Sobre o prazo prescricional, restou decidido que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">7. Desse modo, entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 15 de maio de 2024, conforme documento de id. 18611461, não fulminando a pretensão. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">8. Por fim, constato que o feito não foi saneado para facultar a produção probatória ao promovente/agravado, tendo sido julgado antecipadamente sem a inauguração da fase instrutória. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">9. Contudo, o presente caso possui natureza complexa, sendo necessária a realização de perícia contábil para que se possa aferir os critérios de atualização e transferência dos valores em discussão, suscitados pela parte autora. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">10. Assim, em razão do Magistrado não deter conhecimento técnico contábil para realização dos cálculos de correção monetária e determinação precisa dos eventuais saldos monetários devidos e existentes, o processo desafia maior instrução, restando, pois, prematuro o julgamento de mérito. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">IV. DISPOSITIVO <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-

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	wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">11. Recurso conhecido e desprovido. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Jurisprudência relevante citada: " <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">1. O Banco do Brasil S.A. tem legitimidade para figurar no polo passivo de ação na qual se alega eventual falha na prestação do serviço, saques indevidos e desfalques, além da má gestão dos valores depositados nas contas individuais do PASEP (Tema Repetitivo n° 1150, do Superior Tribunal de Justiça). <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">” <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

Processo	0260132-57.2024.8.06.0001
	windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para negar-lhe provimento, nos termos do voto do relator. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025 <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0260132-57.2024.8.06.0001
	padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATOR <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

Processo	0260132-57.2024.8.06.0001
	text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATÓRIO <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> Trata-se de recurso de Agravo Interno interposto pelo Banco do Brasil S/A, contra decisão proferida por esta Relatoria, que anulou a sentença prolatada e determinou o retorno dos autos à origem, dando provimento ao apelo apresentado por <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Alesson Gomes da Silva e Maria Lilian Alves Silva. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent:

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	94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Em suas razões recursais, o agravante pugna pelo reconhecimento da sua ilegitimidade passiva e a incompetência da Justiça Estadual para o julgamento do feito. Sustenta ser parte ilegítima para compor o polo passivo da demanda, pois suas atribuições são de mera operacionalização e intermediação do fundo PIS/PASEP, não tendo autorização para realizar correção monetária, calcular juros e outros serviços. Ressalta que parte legítima para a demanda a União, por meio da Procuradoria da Fazenda Nacional. Aduz ainda que o feito se encontra prescrito, uma vez que <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">actio nata <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, para o caso, ocorreu com o saque dos valores depositados, este ocorrido há mais de 10 anos. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New

Processo	0260132-57.2024.8.06.0001
	Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">VOTO <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

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	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os requisitos de admissibilidade, conheço do recurso interposto e passo a analisá-lo. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Cinge-se a controvérsia em analisar se o Banco do Brasil, ora agravante, é parte legítima para figurar no polo passivo da lide, pois sustenta em seu Agravo Interno que, em razão de suas atribuições no fundo PIS/PASEP ser de mera operacionalização e intermediação, não deve responder pela demanda <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">levantada mas, sim, a União Federal. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

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	Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Pois bem. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">De início, argumenta o recorrente sobre a necessidade de suspensão processual por determinação do Superior Tribunal de Justiça, em razão do Tema Repetitivo 1.300, cuja controvérsia foi assim delimitada: <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse:

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	preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Saber a qual das partes compete o ônus de provar que os lançamentos a débito nas contas individualizadas do PASEP correspondem a pagamentos ao correntista. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Contudo, entendo, na hipótese, que o presente recurso não deve ser suspenso, já que, por ora, não há discussão sobre o ônus da prova, mas sim do direito ao correntista à produção de prova, mormente sobre a imprescindibilidade da prova pericial, <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">sendo portanto prematuro o julgamento antecipado ao dispensar a instrução probatória. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear:

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	both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Preliminar indeferida. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Passo à análise do mérito recursal. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É cediço que a Lei Complementar nº 8/1970 criou o Programa de Formação do Patrimônio do Servidor Público – PASEP, fundo que será constituído por contribuições da União, dos Estados, dos Municípios, do Distrito Federal e dos Territórios, recolhidas mensalmente ao Banco do Brasil (art. 2º) e distribuídas entre todos os servidores em atividade (art. 4º). A teor do art. 5º da referida Lei Complementar, a administração do programa é de responsabilidade do Banco do Brasil, que recebe uma comissão por esse serviço, <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">verbis <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">: <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Art. 5º – O Banco do Brasil S.A., ao qual competirá a administração do Programa, manterá contas individualizadas para cada servidor e cobrará uma comissão de serviço, tudo na forma que for estipulada pelo Conselho Monetário Nacional. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No caso em comento, o autor alega a inércia do BANCO DO BRASIL, empresa responsável pela gestão dos valores depositados pela União, revelando-se adequado que o referido agente financeiro figure como réu na ação, na medida em que teria falhado em gerir os valores depositados e mantidos em conta individual do PASEP. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Com efeito, uma vez que o Banco do Brasil atua como depositário dos valores recolhidos e responsável por executar as determinações do Conselho Diretor do Fundo PIS/PASEP, vinculado à Secretaria do Tesouro Nacional do Ministério da Economia, se ele deixar de cumprir essas funções ou o fizer de forma inadequada, mostra-se parte legítima para ser integrar a demanda. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times

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	New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Nessa perspectiva, é necessário distinguir as circunstâncias acerca do erro nos valores sacados a título de PASEP: se é resultado da ausência de depósitos ou de depósitos insuficientes por parte da União, ou se a discrepância na conta é devida à falta de aplicação da correção monetária pela instituição bancária gestora e/ou a saques indevidos. No caso concreto, a alegação do autor é a segunda hipótese. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Acerca da temática, imprescindível salientar que a Primeira Seção do Superior Tribunal de Justiça, no julgamento submetido ao rito dos recursos repetitivos (Tema 1.150), firmou as seguintes teses jurídicas: <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -

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	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; 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-webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; 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	12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Sobre a questão, colaciono precedente desta 3ª Câmara de Direito Privado: <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> APELAÇÃO EM AÇÃO DE INDENIZAÇÃO QUE EXTINGUIU O FEITO SEM RESOLUÇÃO DO MÉRITO, ANTE O RECONHECIMENTO DE ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL CONSTADA. TEMA REPETITIVO 1150, DO STJ. CABIMENTO DE DECISÃO MONOCRÁTICA, NOS TERMOS DO ART. 932, IV, `B¿, DO CPC AGRAVO INTERNO CONHECIDO E DESPROVIDO. DECISÃO MONOCRÁTICA QUE ANULOU A SENTENÇA DETERMINANDO O REGULAR PROCESSAMENTO DO FEITO CONFIRMADA. 1. Reclama o agravante que no presente caso não caberia julgamento monocrático, pelo que deveria a matéria ser levada ao crivo do colegiado, requerendo, ainda, manutenção da sentença que extinguiu o feito sem resolução do mérito, nos moldes do art. 485, Inc. VI, do CPC, haja vista entender que o Banco do Brasil S/A, seria mesmo parte ilegítima para compor o polo passivo da demanda. 2. A matéria afeta ao caso em apreço encontra-se prevista em sistemática de Recursos Repetitivos, enquadrando-se no situação hipotética do art. 932, IV, `b¿, do CPC - Tema 1.150, do STJ, que diz que ¿o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">programa¿.Precedentes , inclusive, deste Tribunal de Justiça do Estado do Ceará. 3. Agravo Interno conhecido e DESPROVIDO. ACÓRDÃO Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de

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	votos, em CONHECER do recurso interposto, para julgar-lhe DESPROVIDO, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora (Agravo Interno Cível - 0195741-69.2019.8.06.0001, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 15/05/2024, data da publicação: 15/05/2024). <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DIREITO CIVIL. RECURSO DE APELAÇÃO CÍVEL EM AÇÃO DE INDENIZAÇÃO. PASEP. LEGITIMIDADE PASSIVA AD CAUSAM DO BANCO DO BRASIL. TEMA 1150/STJ (TRÂNSITO EM JULGADO EM 17/10/2023). PARTE RECORREU CONTRA A EXTINÇÃO DO PROCESSO. RECURSO CONHECIDO E PROVIDO RECONHECENDO A LEGITIMIDADE PASSIVA AD CAUSAM. 01. O cerne da controvérsia consiste tão somente em analisar o julgamento de extinção do processo, ante a ilegitimidade do Banco do Brasil S/A para figurar no polo passivo da lide. 02. Cediço que o PIS-PASEP é um fundo contábil de natureza financeira, resultante da unificação dos fundos constituídos com recursos das contribuições para o Programa de Integração Social - PIS e para o Programa de Formação do Patrimônio do Servidor Público - PASEP, cuja gestão está vinculada à Secretaria do Tesouro Nacional. No ponto, o Superior Tribunal de Justiça no Incidente de Resolução de Demandas Repetitivas/SIRDR nº 71/TO, julgou a questão em 13/09/2023, firmando as seguintes teses no Tema 1.150, no tange os valores depositados nas conta vinculada ao PASEP: ¿I) O Banco do Brasil S/A detém a responsabilidade em responder pelas irregularidades vinculadas às contas PASEP, eximindo-se a União Federal, visto que não está em pauta os valores aportados por esta última, mas a adequada gestão dos montantes sob custódia da referida instituição bancária; II) A prescrição a ser observada é a decenal, conforme preceitua o artigo 205 do Código Civil de 2002; III) O marco inicial da contagem prescricional é o instante em que o servidor obtém, de forma inequívoca, o conhecimento acerca dos danos, circunstância esta que se consuma apenas com a entrega, por parte do Banco do Brasil, dos extratos microfilmados referentes¿. 03. In <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">casu , pelo que se pode dessumir dos autos a demanda envolve discussão de suposta falha na prestação do serviço quanto a conta vinculada ao PASEP, saques indevidos e supostos desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa, de sorte que ao se decidir pela ilegitimidade passiva do banco, a sentença vai de encontro ao que, recentemente, decidiu o STJ no Tema n. 1.150, devendo por isso sofrer a respectiva

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	correção. 04. Recurso de Apelação conhecido e provido no sentido apenas de reconhecer a legitimidade do Banco do Brasil S/A para figurar no polo passivo da demanda. (Apelação Cível - 0050043-53.2021.8.06.0133, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 10/07/2024, data da publicação: 10/07/2024) <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Em relação à incidência do prazo prescricional, passo a dispor. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; 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	“ <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">emrazão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">” <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No ponto, sobre o prazo prescricional, restou decidido que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt;

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padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Desse modo, entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 15 de maio de 2024, conforme documento de id. 18611461, não fulminando a pretensão. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Em relação ao mérito do pedido de indenização por dano quanto aos equívocos de gestão, alega o autor que os valores depositados, sob a responsabilidade do Banco do Brasil, deixaram de ser corrigidos e remunerados corretamente durante um longo período. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Nos termos da sentença hostilizada, concluiu o julgador, a partir dos documentos anexados aos autos, que o autor não comprovou a alegada má gestão da sua conta vinculada ao PASEP ou saques indevidos <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">da mesma , na medida em que referidos documentos comprovariam que houve transferência e movimentações de valores da conta individual, de modo que o saldo zerado decorreria não de desfalque indevido, mas de pagamento e resgate a seu favor, conforme autorizado pela legislação específica. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; 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	transferência dos valores em discussão, suscitados pela parte autora, ora agravada. Em razão do Magistrado não deter conhecimento técnico contábil para realização dos cálculos de correção monetária e determinação precisa dos eventuais saldos monetários devidos e existentes, o processo desafia maior instrução, restando, pois, prematuro o julgamento de mérito. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Além disso, de acordo com inteligência do art. 370, caput, do CPC, a determinação da realização de provas é prerrogativa do julgador, podendo, em busca da apuração da verdade e da elucidação dos fatos, determinar a realização de todos os tipos de provas em direito admitidas <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Por oportuno, impende registrar que Órgão da Vice-Presidência do Tribunal de Justiça do Estado do Ceará, ao verificar que conta com um acervo de 2.998 (dois mil e novecentos e noventa e oito) processos relacionados ao Tema 1150 do STJ, emitiu a Nota Técnica n° 07/2024

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	(<span class="TextRun Underlined SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; color: #467886; font-size: 12pt; text-decoration-line: underline; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> https://portal.tjce.jus.br/uploads/2022/08/NT-no-7-2024-PASEP-1.pdf <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">), a fim orientar os procedimentos a serem adotados nas ações indenizatórias vinculadas ao referido tema repetitivo, como: j) Atentar para as teses fixadas pelo STJ no Tema 1150; k) Analisar a possibilidade de eventual inversão do ônus da prova, nos moldes do art. 373§ 1º, CPC; l) Fixar os pontos controvertidos da lide, determinando que as partes especifiquem as provas para demonstrar: 1) legitimidade dos cálculos com o respectivo índice aplicado; 2) a indicação específica do dano moral sofrido, uma vez que não se cogita da modalidade presumida. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; 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-webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px

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	0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; 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padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">DIREITO CIVIL. APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. PROGRAMA DE FORMAÇÃO DO PATRIMÔNIO DO SERVIDOR PÚBLICO - PASEP. BANCO DO BRASIL. LEGITIMIDADE PASSIVA E PRESCRIÇÃO SUPERADAS. TESES FIXADAS PELO STJ. TEMA 1150. <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times

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	New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NECESSIDADE DE DILAÇÃO PROBATÓRIA <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> . RETORNO DOS AUTOS À ORIGEM. RECURSO CONHECIDO E PROVIDO. 1. Trata-se de apelação interposta por <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Antonia Aquino Jorge de Souza, objurgando a sentença proferida pelo juízo da Vara Única da Comarca de Tamboril, que, nos autos da ação ordinária indenizatória por danos morais e materiais n° 0001138-71.2019.8.06.0170, proposta em face de Banco do Brasil S/A, reconheceu como prescrita a pretensão, e extinguiu o feito com resolução de mérito, nos termos do artigo 487, II, do CPC. 2. Reforçado nas contrarrazões a tese de ilegitimidade passiva do Banco do Brasil, mas tal questionamento foi superado diante do julgamento do Tema Repetitivo n° 1.150, em que foi firmado os seguintes entendimentos: ¿i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep¿. 3. Quanto ao prazo prescricional, objeto da análise recursal, diante precedente vinculante, vê-se que o termo inicial para o início da contagem é o dia em que o titular, comprovadamente, tomou ciência dos desfalques realizados na conta individual vinculada ao Pasep. Conforme a documentação contida nos autos referida data se deu em 19 de fevereiro de 2019, ocasião em a autora teve acesso aos documentos microfilmados. Se a demanda foi proposta em 28 de junho de 2019, não se encontra prescrito o direito perseguido. 4. Superadas as premissas acima mencionadas, verifica-se que há necessidade de retorno dos autos à origem para fins de dilação probatória, especialmente em relação a eventual perícia, uma vez que se demanda conhecimento contábil para fins de apuração dos valores apontados pela apelante como devidos pela instituição financeira ré, bem como análise do próprio direito, questões não analisadas pelo juízo primevo como o dano moral requerido. 5. Recurso conhecido e provido, reconhecendo-se a legitimidade passiva do promovido e a não prescrição do direito de ação, determinando-se o retorno dos autos ao juízo de 1º grau para o regular processamento do feito. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 4ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer e dar provimento ao recurso interposto, reconhecendo a não prescrição do direito de ação e determinando o retorno dos autos à origem para regular processamento, tudo nos termos do relatório e voto do e. Relator, que passa a fazer parte integrante do presente acórdão. Fortaleza, DESEMBARGADOR JOSÉ EVANDRO NOGUEIRA LIMA FILHO Presidente do Órgão Julgador e Relator <span class="LineBreakBlob BlobObject DragDrop SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <span class="SCXW119982390 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;"> <br class="SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0001138-71.2019.8.06.0170, Rel. Desembargador(a) JOSE EVANDRO NOGUEIRA LIMA FILHO, 4ª Câmara Direito Privado, data do julgamento: 09/07/2024, data da publicação: 09/07/2024) <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. DIREITO PROCESSUAL CIVIL. INDENIZAÇÃO POR DANO MATERIAL. DESFALQUES. ATUALIZAÇÃO MONETÁRIA. PASEP. LEGITIMIDADE AD CAUSAM DO BANCO DO BRASIL PARA FIGURAR NO POLO PASSIVO. TEMA REPETITIVO N° 1150 DO STJ. <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">RETORNO DOS AUTOS AO JUÍZO DE PRIMEIRO GRAU. NOTA TÉCNICA N° 07/2024 DO TJCE <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">. RECURSO CONHECIDO E PROVIDO. SENTENÇA ANULADA. ACORDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer do recurso para dar-lhe provimento, anulando a sentença recorrida e determinando o retorno dos autos ao juízo de origem, nos termos do voto do Relator." Fortaleza, data da assinatura digital. FRANCISCO MAURO FERREIRA LIBERATO Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator <span class="LineBreakBlob BlobObject DragDrop SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <span class="SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-

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	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;"> <br class="SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0267771-68.2020.8.06.0001, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">DIREITO PROCESSUAL CIVIL E DIREITO CIVIL. AGRAVO INTERNO EM DECISÃO MONOCRÁTICA DE APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS. ALEGAÇÃO DE QUANTIAS NÃO CONDIZENTES COM O REAL VALOR ESPERADO NA CONTA DO PASEP. ILEGITIMIDADE AD CAUSAM DO BANCO DO BRASIL PARA FIGURAR NO POLO PASSIVO. INCIDÊNCIA DO TEMA REPETITIVO 1150, DO STJ. DECISÃO MONOCRÁTICA QUE DEU PROVIMENTO AO APELATÓRIO CÍVEL ANULANDO A SENTENÇA E DETERMINANDO O RETORNO DOS AUTOS AO PRIMEIRO GRAU DE JURISDIÇÃO. <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DILAÇÃO PROBATÓRIA QUE SE FAZ NECESSÁRIA. SITUAÇÃO DE OBSERVÂNCIA DA NOTA TÉCNICA Nº 07/2024 <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

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Sobre o tema, a Primeira Seção do Superior Tribunal de Justiça, em julgamento submetido ao rito dos recursos repetitivos ¿ Tema 1150 ¿ sedimentou as seguintes teses jurídicas: I) o Banco do Brasil possui legitimidade ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; II) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e III) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 3. De mais a mais, quando do julgamento do Tema Repetitivo 1150, o Min. Herman Benjamin, em seu voto bem explanou a questão quando expôs que O STJ possui orientação de que ¿em ações judiciais nas quais se pleiteia a recomposição do salvo existente em conta vinculada ao Pasep, a União deve figurar no polo passivo da demanda. No entanto, no caso dos autos, a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão banco, derivada de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do Pasep¿. 4. Portanto, é inegável que esta demanda judicial tem o precípuo fim de discutir a responsabilidade da instituição financeira pela suposta má gestão dos recursos oriundos do Programa Pasep, de modo que o Banco do Brasil, ora recorrente, possui legitimidade ad causam para figurar no polo passivo da ação, em consonância ao Tema Repetitivo n° 1150, do Superior Tribunal de Justiça. 5. Também, a decisão monocrática guerreada deixou assentado que os demais argumentos de mérito, inclusive, levantados no bojo das razões deste recurso (fls. 1/24), deverão ser analisados pelo douto Juízo de origem, para que não haja supressão de instância, observando-se, ainda, a Nota Técnica n° 07/2024, deste Tribunal de Justiça do Estado do Ceará. 6. Agravo Interno conhecido e DESPROVIDO. ACÓRDÃO Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em CONHECER do recurso interposto, mas para julgar-lhe DESPROVIDO, nos termos do voto da eminente Relatora. Fortaleza/CE, data e assinatura do sistema. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora <span class="LineBreakBlob BlobObject DragDrop SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Agravo Interno Cível - 0211534-14.2020.8.06.0001, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 29/05/2024, data da publicação: 29/05/2024) <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. DIREITO PROCESSUAL CIVIL. AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS. DESFALQUES E ATUALIZAÇÃO MONETÁRIA. PASEP. LEGITIMIDADE AD CAUSAM DO BANCO DO BRASIL PARA FIGURAR NO POLO PASSIVO. TEMA REPETITIVO N° 1150 DO STJ. RETORNO DOS AUTOS AO JUÍZO DE PRIMEIRO GRAU. D <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ILAÇÃO PROBATÓRIA NECESSÁRIA. NOTA TÉCNICA N° 07/2024 DO TJCE <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> . RECURSO CONHECIDO E, NO MÉRITO, PROVIDO. 1. Cuida-se de recurso de apelação cível interposto contra sentença prolatada pelo Juízo da Vara Única da Comarca de Tamboril, que extinguiu, sem resolução de mérito, a Ação de Indenização por Danos Materiais e Morais proposta em desfavor do Banco do Brasil S/A, com fulcro no art. 485, inciso VI, do Código de Processo Civil. 2. O cerne da controvérsia recursal consiste em avaliar se a instituição financeira gestora do Programa PIS/PASEP tem legitimidade para figurar no polo passivo da ação judicial que discute eventual falha na prestação do serviço do banco, consistente na imputação de saques indevidos e desfalques na conta bancária vinculada ao Programa. 3. Sobre o tema, a Primeira Seção do c. Superior Tribunal de Justiça, em julgamento submetido ao rito dos recursos repetitivos (Tema 1150), sedimentou as seguintes teses jurídicas: i) o Banco do Brasil possui legitimidade ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 4. No caso concreto, o autor / recorrente alega que foi incorporado ao serviço público no dia 4 de abril de 1983, adquirindo os requisitos de elegibilidade para aposentadoria no ano de 2015, quando foi possível efetuar o saque das cotas do PASEP. Entretanto, ao realizar o saque, o demandante / apelante se deparou com a quantia irrisória de R$ 508,49 (quinhentos e oito reais e quarenta e nove centavos), ao destacar

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	que integrou os quadros do serviço público por mais de 25 (vinte e cinco) anos. Assim, o apelante solicitou a microfilmagem do Banco Central, referente a todo o período de sua participação no PASEP (1983 a 1999), ocasião na qual teria constatado a existência de depósitos anuais no período de 1983 a 1988, valores que, acrescidos de juros e correção monetária por período tão longo, totalizariam um montante superior ao que o banco entende devido. Além disso, o recorrente aduz ter observado que, nos registros de 1990 a 2016, período no qual as contas individuais do PASEP deixaram de receber acréscimos patrimoniais, houve diversas deduções. 5. À vista disso, é inegável que esta demanda judicial tem por finalidade discutir a responsabilidade da instituição financeira pela suposta má gestão dos recursos oriundos do Programa PASEP, de modo que o Banco do Brasil, ora recorrido, possui legitimidade ad causam para figurar no polo passivo da ação, em consonância ao Tema Repetitivo n° 1150 do c. Superior Tribunal de Justiça. 6. Por oportuno, impende registrar que Órgão da Vice-Presidência do Tribunal de Justiça do Estado do Ceará, ao verificar que conta com um acervo de 2.998 (dois mil e novecentos e noventa e oito) processos relacionados ao Tema 1150 do STJ, emitiu a Nota Técnica n° 07/2024 (<span class="TextRun Underlined SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; color: #467886; font-size: 12pt; font-style: italic; text-decoration-line: underline; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> https://portal.tjce.jus.br/uploads/2022/08/NT-no-7-2024-PASEP-1.pdf <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">), a fim orientar os procedimentos a serem adotados nas ações indenizatórias vinculadas ao referido tema repetitivo, como i) averiguar a existência de extratos bancários ou a solicitação prévia destes ao banco, mediante comprovante, pela parte autora; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) examinar a necessidade de determinar a emenda da inicial para que a parte especifique o pedido, indicando no extrato anexado, o saque supostamente indevido; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) estabelecer que a parte autora apresente planilha de cálculo com valor pretendido; <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iv) realizar uma audiência de conciliação em momento posterior à apresentação da contestação, quando já for possível comparar os cálculos expostos pelos litigantes, dentre outras recomendações constantes na Nota Técnica. 7. Com base nisso, apesar da possibilidade de o tribunal decidir, desde logo, o mérito quando reformar sentença que extingue o processo sem resolução de mérito (art. 1.013, § 3º, inciso I, do CPC), os presentes autos não estão em condições de imediato julgamento, sobretudo pela necessidade de prosseguir com a dilação probatória relativa à imputação de má gestão do Programa PASEP, atendo-se às recomendações contidas na Nota Técnica 07/2024, emitida por esta Corte de Justiça. 8. Recurso conhecido, e, no mérito, provido. Sentença anulada. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer

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	do recurso interposto, para dar-lhe provimento, anulando a sentença recorrida e determinando o retorno dos autos ao juízo de origem, nos termos do voto do Relator. Fortaleza, data e assinatura constantes do sistema processual eletrônico. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator <span class="LineBreakBlob BlobObject DragDrop SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0050110-38.2020.8.06.0170, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 21/02/2024, data da publicação: 21/02/2024) <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 94px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO. PASEP. JULGAMENTO PREMATURO. <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NECESSIDADE DE PERÍCIA CONTÁBIL. COMPLEXIDADE. ERROR IN PROCEDENDO <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> . SENTENÇA ANULADA DE OFÍCIO. 1. Antes de conhecer do presente recurso, há uma questão prejudicial a ser analisada. 2. A presente ação tem como objetivo analisar a existência, ou não, de desfalque na conta do PASEP, bem como se houve distorção no montante que deveria ter sido corrigido monetariamente desde o ano de 1985. 3. Em

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	sendo assim, o presente caso possui natureza complexa, fazendo-se necessária a realização de perícia contábil para que se possa aferir os critérios de atualização em discussão e o desfalque alegado. Precedentes desta Corte. 4. Em razão do magistrado não deter conhecimento técnico contábil para apurar os valores devidos, o processo desafia maior instrução, restando, pois, prematuro o julgamento de mérito. 5. Outrossim, é cediço que a determinação da realização das provas é faculdade do julgador que é o destinatário da prova, podendo, em busca da apuração da verdade e da elucidação dos fatos, determinar a realização de todos os tipos de provas em direito admitidas, bem como indeferir aquelas que julgar impertinentes, inúteis ou protelatórias, nos termos do artigo 370 do Código de Processo Civil: ¿Caberá ao juiz, de ofício ou a requerimento da parte, determinar as provas necessárias ao julgamento do mérito¿. 6. Desta feita, resta evidente a necessidade de anulação da sentença de origem, por <span class="NormalTextRun SpellingErrorV2Themed SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">error in procedendo, ficando, portanto, prejudicado o recurso de apelação. 7. Sentença anulada de ofício. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em tornar nula a sentença vergastada, de ofício, restando prejudicado o conhecimento do recurso interposto, nos termos do voto do eminente relator. Fortaleza,8 de maio de 2024 EVERARDO LUCENA SEGUNDO Presidente do Órgão Julgador DESEMBARGADOR CARLOS ALBERTO MENDES FORTE Relator (Apelação Cível - 0222744-28.2021.8.06.0001, Rel. Desembargador(a) CARLOS ALBERTO MENDES FORTE, 2ª Câmara Direito Privado, data do julgamento: 08/05/2024, data da publicação: 08/05/2024) <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Por fim, constato que nem sequer foi saneado o feito para facultar a produção probatória ao promovente. Assim, patente a nulidade. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-

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	wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Concluindo, entendo que os presentes autos não estão em condições de imediato julgamento, sobretudo pela necessidade de prosseguir com a dilação probatória relativa à imputação de má gestão do Programa PASEP, atendo-se às recomendações contidas na Nota Técnica 07/2024, emitida por esta Corte de Justiça. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Portanto, não subsiste razões ao pleito da agravante, devendo ser mantida a Decisão Monocrática que reconheceu sua legitimidade passiva na demanda, a competência da Justiça Estadual para processamento do feito, além da anulação da sentença e o consequente retorno dos autos à origem, para o regular prosseguimento do feito. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

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	windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Ante o exposto, conheço do presente recurso para NEGAR-LHE PROVIMENTO, nos termos em que fundamentado. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É como voto. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size:

Processo	0260132-57.2024.8.06.0001
	12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> Relator <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos,

Processo	0260132-57.2024.8.06.0001
	Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW119982390 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;">

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Número de ordem	36
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	AYMORE CREDITO, FINANCIAMENTO E INVESTIMENTO S.A.
Advogado(s) - Polo ativo	FLAVIO NEVES COSTA - (SP153447-A)
Polo passivo	EMANUELLA SILVA DA COSTA
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

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Acordão	<div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; line-height: 37.5px; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; line-height: 37.5px; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; line-height: 37.5px; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; line-height: 37.5px; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p

Processo	0206576-43.2024.8.06.0001
	class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 0206576-43.2024.8.06.0001 -Apelação Cível <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial,

Processo	0206576-43.2024.8.06.0001
	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Aymoré Crédito, Financiamento e Investimento S/A e <span class="NormalTextRun SpellingErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Emanuella Silva da Costa <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p

Processo	0206576-43.2024.8.06.0001
	class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">EMENTA: APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. SENTENÇA DE EXTINÇÃO SEM RESOLUÇÃO DO MÉRITO. AUSÊNCIA DE RECOLHIMENTO DAS CUSTAS INAUGURAIS. DESPICIENDA A INTIMAÇÃO PESSOAL PARA TANTO. PRECEDENTES DO TJCE. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Trata-se de Recurso de Apelação interposto por AYMORÉ CRÉDITO, FINANCIAMENTO E INVESTIMENTO S/A , contra sentença proferida pelo Juízo da 8ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos de Ação de Busca de Apreensão , intentada pelo apelante em face de EMANUELLA SILVA DA COSTA , extinguiu o feito sem resolução do mérito. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-

Processo	0206576-43.2024.8.06.0001
	variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 8ª Vara Cível da Comarca de Fortaleza/CE, que nos autos da Ação de Busca e Apreensão, julgou extinto o feito sem resolução de mérito, com fundamento no artigo 485, inciso IV, do Código de Processo Civil, em face da ausência do recolhimento integral das custas processuais. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A falta de recolhimento integral das custas processuais configura vício prejudicial ao desenvolvimento regular do processo e resulta na extinção da ação, sem exame do mérito, em razão da ausência de imperioso pressuposto de desenvolvimento válido e regular do processo, nos termos do art. 485, IV do CPC. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">4. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Como se vê, a intimação pessoal mostra-se desnecessária para a presente situação, tendo em vista que a hipótese dos autos não se trata de abandono de causa, mas de ausência de pressuposto de constituição e de desenvolvimento válido e regular do processo, conforme o artigo 485, IV, do CPC/15. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 5. Nessa perspectiva, o caso em análise mostra-se inteiramente dentro do disposto nos julgados selecionados, ou seja, houve intimação da parte para o recolhimento das custas sob pena de extinção do feito e <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">esta , intimada, manteve-se inerte. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">6. Recurso conhecido e desprovido. Sentença mantida. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

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	BR">e <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR PROVIMENTO <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont,

Processo	0206576-43.2024.8.06.0001
	Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="OutlineElement Ltr SCXW254507804 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW254507804 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW254507804 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW254507804 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW254507804 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW254507804 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-

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	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

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	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AYMORÉ CRÉDITO, FINANCIAMENTO E INVESTIMENTO S/A <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, contra sentença proferida pelo Juízo da 8ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos de <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Ação de Busca de Apreensão <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pelo apelante em face de <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">EMANUELLA SILVA DA COSTA <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , extinguiu o feito sem resolução do mérito, nos seguintes termos (ID 15884970): <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates:

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	normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“(...) Diante do exposto, <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">JULGO EXTINTO <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">o processo sem resolução de mérito, nos termos do art. 485, IV, do CPC, revogando a liminar anteriormente concedida. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ao gabinete para proceder a baixa de eventual restrição junto ao sistema RENAJUD. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Custas já antecipadas pelo autor. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Sem condenação em honorários sucumbenciais, visto que ausente a triangulação processual. (...)”. <span

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	class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inconformado, <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">o autor interpôs recurso apelatório <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , alegando, em suma, que a sentença objurgada merece ser reformada, visto que foi proferida em dissonância com os princípios da boa-fé, da celeridade e da economia processual. Sustenta, ainda, que a extinção do feito seria prematura e inadequada, ante a ausência de intimação pessoal do autor. Ao final, pugna pelo conhecimento e provimento do presente apelo (ID 15884973). <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

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	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Em sede de <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"><span class="NormalTextRun SpellingErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">juízo de retratação <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, o magistrado de origem manteve a sentença hostilizada (ID 15884976). <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , ante a ausência de <span class="NormalTextRun SpellingErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">triangularização <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da relação processual. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

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	user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após, os autos ascenderam para julgamento nesta Corte. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

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	transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - DOS PRESSUPOSTOS DE ADMISSIBILIDADE <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a

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	legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">II - DO MÉRITO <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph

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	SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 8ª Vara Cível da Comarca de Fortaleza/CE, que nos autos da Ação de Busca e Apreensão, julgou extinto o feito sem resolução de mérito, com fundamento no artigo 485, inciso IV, do Código de Processo Civil, em face da ausência do recolhimento integral das custas processuais. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> De plano, adianto que a insurgência recursal não merece ser acolhida. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, é cediço que <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">o processo judicial tem um custo financeiro que compreende as custas e despesas iniciais e finais. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">As primeiras são antecipadas pela parte que ajuíza a ação, a fim de proporcionar o desenvolvimento válido e regular do processo. As últimas são atribuídas à parte vencida, segundo o critério da sucumbência, nos termos do art. 82 do Código de Processo Civil: <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService,

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	sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Art. 82. Salvo as disposições concernentes à gratuidade da justiça, incumbe às partes prover as despesas dos atos que realizarem ou requererem no processo, antecipando-lhes o pagamento, desde o início até a sentença final ou, na execução, até a plena satisfação do direito reconhecido no título. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

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	BR">§ 1º. Incumbe ao autor adiantar as despesas relativas a ato cuja realização o juiz determinar de ofício ou a requerimento do Ministério Público, quando sua intervenção ocorrer como fiscal da ordem jurídica. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 2º. A sentença condenará o vencido a pagar ao vencedor as despesas que antecipou.” <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="background-color: transparent; color: windowtext; text-indent: 144px; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="background-color: transparent; color: windowtext; text-indent: 144px; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont,

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	Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ressalte-se, ainda, que a regra da antecipação das custas e despesas de ingresso está prevista no art. 290 do CPC: <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Art. 290. Será cancelada a distribuição do feito se a parte, intimada na pessoa de seu advogado, não realizar o pagamento das custas e despesas de ingresso em 15 (quinze) dias”. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Com efeito, o autor/apelante não é beneficiário da justiça gratuita, portanto, tem o dever de antecipar as custas e despesas processuais, conforme preceituam as normas supramencionadas. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Dessa forma, a extinção do processo foi motivada pelo fato de o autor não ter viabilizado a constituição e desenvolvimento válido e regular do processo. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A falta de recolhimento integral das custas processuais configura vício prejudicial ao desenvolvimento regular do processo e resulta na extinção da ação, sem exame do mérito, em razão da ausência de imperioso pressuposto de desenvolvimento válido e regular do processo, nos termos do art. 485, IV, do CPC. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Paradigmas do egrégio TJCE (grifados): <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO. EXTINÇÃO DO PROCESSO SEM RESOLUÇÃO DE MÉRITO POR AUSÊNCIA DE RECOLHIMENTO DE CUSTAS PROCESSUAIS. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">RECURSO CONHECIDO E DESPROVIDO. I. Caso em exame 1. Trata-se de Apelação Cível interposta por Itapeva XI Multicarteira Fundo de Investimento Em Direitos Creditórios contra sentença que extinguiu a Ação de Busca e Apreensão sem resolução de mérito, fundamentada na ausência de pagamento das custas do Oficial de Justiça. II. Questão em discussão <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 2. As questões em discussão consistem em saber: (i) se a extinção do processo foi correta diante da falta de recolhimento das custas processuais; (<span class="NormalTextRun SpellingErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) se seria necessária intimação pessoal da parte autora antes da extinção do processo. III. Razões de decidir <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

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	text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. O recolhimento das custas processuais constitui pressuposto essencial para o desenvolvimento válido e regular do processo. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">4. A intimação da parte ocorreu regularmente por meio do Diário de Justiça Eletrônico, tendo a instituição financeira permanecido inerte após determinação judicial. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">5. A extinção do processo não decorreu de abandono da causa, tornando desnecessária intimação pessoal da parte autora. IV. Dispositivo e tese <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">6. Recurso conhecido e desprovido. Sentença mantida. Tese de julgamento: "1. O não recolhimento de custas processuais, após intimação, justifica a extinção do processo sem resolução de mérito. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. É desnecessária a

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	intimação pessoal da parte autora para extinção do processo por falta de pressupostos de constituição e desenvolvimento válido." Dispositivos relevantes citados: CPC, art. 82, art. 290, art. 485, IV. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Jurisprudência relevante citada: TJCE, Apelação Cível 0207456-74.2023.8.06.0064, Rel. Des. Djalma Teixeira Benevides, 4ª Câmara Direito Privado, j. 05/11/2024. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 4ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em CONHECER E NEGAR PROVIMENTO AO RECURSO DE APELAÇÃO, nos termos do voto do Relator. Fortaleza, data constante no sistema. ANDRÉ LUIZ DE SOUZA COSTA Presidente do Órgão Julgador DESEMBARGADOR DJALMA TEIXEIRA BENEVIDES Relator (Apelação Cível - 0249310-43.2023.8.06.0001, Rel. Desembargador(a) DJALMA TEIXEIRA BENEVIDES, 4ª Câmara Direito Privado, data do julgamento: 17/12/2024, data da publicação: 17/12/2024) <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">PROCESSUAL CIVIL. APELAÇÃO EM <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO DE VEÍCULO COM AMPARO NO RITO DO DECRETO-LEI nº 911/1969. EXTINÇÃO DO PROCESSO SEM ANÁLISE DO MÉRITO COM AMPARO NO ART. 485, IV, DO CPC E CANCELAMENTO DA DISTRIBUIÇÃO POR FORÇA DO ART. 290 DO MENCIONADO CODEX. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">DESPACHO DETERMINANDO A INTIMAÇÃO DO AUTOR PARA JUNTAR O COMPROVANTE DO PAGAMENTO DAS CUSTAS PROCESSUAIS DESTINADAS AO CUMPRIMENTO DE DILIGÊNCIA POR OFICIAL DE JUSTIÇA. COMUNICAÇÃO DO ATO PROCESSUAL QUE NÃO É FEITO DE FORMA PESSOAL, POSTO QUE NÃO ATINGIDO O ART. 485, II E III, DA LEI DE RITOS. INTELIGÊNCIA DO ART. 82 DA LEI PROCESSUAL CIVIL. OBRIGAÇÃO DA PARTE EM ADIANTAR O PAGAMENTO DAS DESPESAS COM O TRÂMITE DO PROCESSO. FATO GERADOR: DEFERIMENTO DA MEDIDA LIMINAR. AUTOS QUE NÃO POSSUÍAM DECISÃO NESTE SENTIDO. SENTENÇA

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	ANULADA. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> I. Caso em exame <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">1.Apelação interposta contra sentença que extinguiu o feito sem resolução do mérito com amparo no art. 485, IV, do Código de Processo Civil e cancelou a distribuição (art. 290 do CPC) após intimar o autor para comprovar o pagamento das custas processuais destinadas ao cumprimento de diligência pelo Oficial de Justiça. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> II. Questão em Discussão <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">2.Questiona -se a respeito da exigência de intimação pessoal, como prevê o art. 485, II e III, e seu § 1º da Lei nº 13.105/2015, além, da aplicabilidade do princípio da instrumentalidade das formas e da exigibilidade do tributo. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-

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	kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">III. Razões de Decidir 3.A sentença extinguiu o processo após intimar o autor por meio do Diário da Justiça Eletrônico e em favor da sua representação processual, não atendido o ato de impulso oficial, ou seja, a guia de pagamento relativa à diligência do Oficial de Justiça não foi quitada quando ordenada pelo juízo a quo. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">4.O caso em apreciação não é a de intimação pessoal do promovente/recorrente, na forma do art. 485, II e III, e seu § 1º, da Lei de Ritos, eis que, não se discute o abandono da causa, mas a constituição e o desenvolvimento válido e regular do processo, hipótese vertida no IV da mencionada codificação. <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">5.O fato gerador das custas para o cumprimento da diligência do Oficial de Justiça é o deferimento da medida liminar de busca e apreensão do veículo, todavia, tal decisão não foi apreciada quando determinado a quitação da exação, ausente a sua exigibilidade, havendo conformidade com o princípio da instrumentalidade das formas para possibilitar o prosseguimento do curso do processo. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">6.A citação e a busca e apreensão do veículo não foi inviabilizada, posto que, sequer determinada, não havendo se falar em ausência de pressupostos de constituição e desenvolvimento válido e regular do processo. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph

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	SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 7.Prejudicada a apreciação das questões meritórias formuladas nas contrarrazões, que devem ser apreciadas em eventual contestação. IV. Dispositivo <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">8.Apelação conhecida e provida; sentença anulada. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer da apelação e dar-lhe provimento, nos termos do voto do eminente Relator. Fortaleza, data da assinatura digital. EVERARDO LUCENA SEGUNDO Presidente do Órgão Julgador DESEMBARGADOR PAULO AIRTON ALBUQUERQUE FILHO Relator <span class="LineBreakBlob BlobObject DragDrop SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0204610-50.2024.8.06.0064, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 27/11/2024, data da publicação: 03/12/2024).”. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement

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	Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ressalta-se, por oportuno, <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> que não cabe ao Juízo intimar pessoalmente a parte, pois o caso não se confunde com abandono ou paralisação do processo (incisos II e III do art. 485), não havendo obrigatoriedade legal da intimação pessoal (§1º do art. 485). <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> No caso sob comento, conforme despacho de ID 15884967 , foi ordenada a intimação do autor para, no prazo de 05 (cinco) dias, efetuar o recolhimento das custas processuais referente s às diligências do Oficial de Justiça , todavia, em patente descumprimento à determinação judicial, o requerente deixou o prazo decorrer <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">in albis <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

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	user-select: text;">(ID 15884969). <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Nessa perspectiva, o caso em análise mostra-se inteiramente dentro do disposto nos julgados selecionados, ou seja, houve intimação da parte para o recolhimento das custas sob pena de extinção do feito e <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">esta , intimada, manteve-se inerte. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Com efeito, o entendimento adotado pelo magistrado de origem merece ser mantido, senão vejamos (ID 15884970): <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR">

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	<span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“(...) No caso dos autos, por se tratar de uma ação de busca e apreensão, o recolhimento das custas/despesas diligenciais representa requisito formal, essencial para dar andamento à lide e sua ausência enseja a extinção terminativa do feito, por ausência de pressuposto de constituição e de desenvolvimento válido e regular do processo, independentemente de intimação pessoal da parte autora, nos termos do art. 485, IV do CPC/2015. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(...) <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe

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	UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Assim, não havendo o demandante atendido aos comandos deste Juízo, não pode, evidentemente, ficar a atividade jurisdicional à mercê de seu interesse em comparecer para dar prosseguimento ou não ao feito, sendo que o não pagamento das custas diligenciais do oficial de justiça, inviabiliza os meios necessários <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">á citação do requerido. (...)”. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ratifico. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian:

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	normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Como se vê, a intimação pessoal mostra-se desnecessária para a presente situação, tendo em vista que a hipótese dos autos não se trata de abandono de causa, mas de ausência de pressuposto de constituição e de desenvolvimento válido e regular do processo, conforme o artigo 485, IV, do CPC/15. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Portanto, não merecem prosperar as razões recursais, de forma que a sentença recorrida não merece reparos. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

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	user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Diante o exposto, <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso de Apelação, para <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR-LHE <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">provimento, mantendo a decisão hostilizada em todos os seus termos. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por fim, apesar do desprovimento do apelo, deixo de fixar os honorários recursais previstos no art. 85, § 11, do CPC/2015, vez que não foram fixados pelo juízo de primeiro grau. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"

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	lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW82998068 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW256946583 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <p class="Paragraph SCXW256946583 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> Relator <p class="Paragraph SCXW256946583 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <p class="Paragraph SCXW256946583 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR">

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Número de ordem	37
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	ITAU UNIBANCO HOLDING S.A.
Advogado(s) - Polo ativo	ROBERTA BEATRIZ DO NASCIMENTO - (SP192649-A)
Polo passivo	ANTONIO GELTON DO NASCIMENTO MOREIRA
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

Processo	0256190-17.2024.8.06.0001
Acordão	<div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="OutlineElement Ltr SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW171432309 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW171432309 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW171432309 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494

Processo	0256190-17.2024.8.06.0001
	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-width: 1px; border-style: solid; border-top-color: initial; border-right-color: initial; border-bottom-color: #000000; border-left-color: initial; border-image: initial; width: 600px;"> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 0256190-17.2024.8.06. <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-

Processo	0256190-17.2024.8.06.0001
	image: url("data; border-bottom: 1px solid transparent;">0001 <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">- Apelação Cível <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border-width: 1px; border-style: solid; border-top-color: #000000; border-right-color: initial; border-bottom-color: initial; border-left-color: initial; border-image: initial; width: 600px;"> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Itaú Unibanco S/A e A ntôni o <span class="NormalTextRun SpellingErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%;

Processo	0256190-17.2024.8.06.0001
	background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Gelton do Nascimento Moreira <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">EMENTA: APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. SENTENÇA DE EXTINÇÃO SEM RESOLUÇÃO DO MÉRITO. AUSÊNCIA DE RECOLHIMENTO DAS CUSTAS INAUGURAIS. DESPICIENDA A INTIMAÇÃO PESSOAL PARA TANTO. PRECEDENTES DO TJCE. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Trata-se de Recurso de Apelação interposto por <span class="NormalTextRun

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	SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">ITAÚ UNIBANCO HOLDING S/A , contra sentença proferida pelo Juízo da 8ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos de Ação de Busca de Apreensão , intentada pelo apelante em face de ANTÔNIO GELTON DO NASCIMENTO MOREIRA , extinguiu o feito sem resolução do mérito. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 8ª Vara Cível da Comarca de Fortaleza/CE, que nos autos da Ação de Busca e Apreensão, julgou extinto o feito sem resolução de mérito, com fundamento no artigo 485, inciso IV, do Código de Processo Civil, em face da ausência do recolhimento integral das custas processuais. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A falta de recolhimento integral das custas processuais configura vício prejudicial ao desenvolvimento regular do processo e resulta na extinção da ação, sem exame do mérito, em razão da ausência de imperioso pressuposto de desenvolvimento válido e regular do processo, nos termos do art. 485, IV do CPC. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">4. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Como se vê, a intimação pessoal mostra-se desnecessária para a presente situação, tendo em vista que a hipótese dos autos não se trata de abandono de causa, mas de ausência de pressuposto de constituição e de desenvolvimento válido e regular do processo, conforme o artigo 485, IV, do CPC/15. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 5. Nessa perspectiva, o caso em análise mostra-se inteiramente dentro do disposto nos julgados selecionados, ou seja, houve intimação da parte para o recolhimento das custas sob pena de extinção do feito e <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">esta , intimada, manteve-se inerte. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">6. Recurso conhecido e desprovido. Sentença mantida.

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	<span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> </p> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

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	BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR PROVIMENTO <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="OutlineElement Ltr SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun

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	SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif;

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	font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ITAÚ UNIBANCO HOLDING S/A <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, contra sentença proferida pelo Juízo da 8ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos de <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Ação de Busca de Apreensão <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pelo apelante em face de <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ANTÔNIO GELTON DO NASCIMENTO MOREIRA <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, extinguiu o feito sem resolução do mérito, nos seguintes termos (ID 18454981): <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-

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	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“(...) Diante do exposto, <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">JULGO EXTINTO <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">o processo sem resolução de mérito, nos termos do art. 485, IV, do CPC, revogando a liminar anteriormente concedida. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ao gabinete para proceder a baixa de eventual restrição junto ao sistema RENAJUD. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p

Processo	0256190-17.2024.8.06.0001
	class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Custas já antecipadas pelo autor. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Sem condenação em honorários sucumbenciais, visto que ausente a <span class="NormalTextRun SpellingErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">triangularização processual. (...)". <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inconformado, <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">o autor interpôs recurso apelatório <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, alegando, em suma, que a sentença objurgada merece ser reformada, considerando que a atitude do magistrado de origem impossibilitou o autor de solicitar a citação do promovido via editalícia. Sustenta, ainda, que a inércia do autor não configuraria inexistência de pressuposto de constituição e desenvolvimento válido e regular do processo, caracterizando, na verdade, abandono da causa, razão pela qual a intimação pessoal do autor seria pressuposto indispensável para a extinção do feito. Ao final, pugna pelo conhecimento e provimento do presente apelo (ID 18454989). <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Sem contrarrazões <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, ante a ausência de <span class="NormalTextRun SpellingErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">triangularização <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da relação processual. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

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	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após, os autos ascenderam para julgamento nesta Corte. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;">

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	</p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - DOS PRESSUPOSTOS DE ADMISSIBILIDADE <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-

Processo	0256190-17.2024.8.06.0001
	BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II - DO MÉRITO <span class="EOP SCXW13362494 BCX0" style="-webkit-

Processo	0256190-17.2024.8.06.0001
	user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 8 ª Vara Cível da Comarca de Fortaleza /CE, que nos autos da Ação de Busca e Apreensão, julgou extinto o feito sem resolução de mérito, com fundamento no artigo 485, inciso IV, do Código de Processo Civil, em face da ausência do recolhimento integral das custas processuais. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> De plano, adianto que a insurgência recursal não merece ser acolhida. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve;

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	vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, é cediço que <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">o processo judicial tem um custo financeiro que compreende as custas e despesas iniciais e finais. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">As primeiras são antecipadas pela parte que ajuíza a ação, a fim de proporcionar o desenvolvimento válido e regular do processo. As últimas são atribuídas à parte vencida, segundo o critério da sucumbência, nos termos do art. 82 do Código de Processo Civil: <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Art. 82. Salvo as disposições concernentes à gratuidade da justiça, incumbe às partes prover as despesas dos atos que realizarem ou requererem no processo, antecipando-lhes o pagamento, desde o início até a sentença final ou, na execução, até a plena satisfação do direito reconhecido no título. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-

Processo	0256190-17.2024.8.06.0001
	collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 1º. Incumbe ao autor adiantar as despesas relativas a ato cuja realização o juiz determinar de ofício ou a requerimento do Ministério Público, quando sua intervenção ocorrer como fiscal da ordem jurídica. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 2º. A sentença condenará o vencido a pagar ao vencedor as despesas que antecipou.” <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p

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	class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ressalte-se, ainda, que a regra da antecipação das custas e despesas de ingresso está prevista no art. 290 do CPC: <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Art. 290. Será cancelada a distribuição do feito se a parte, intimada na pessoa de seu advogado, não realizar o pagamento das custas e despesas de ingresso em 15 (quinze) dias”. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-

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	family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Com efeito, o autor/apelante não é beneficiário da justiça gratuita, portanto, tem o dever de antecipar as custas e despesas processuais, conforme preceituam as normas supramencionadas. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Dessa forma, a extinção do processo foi motivada pelo fato de o autor não ter viabilizado a constituição e desenvolvimento válido e regular do processo. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A falta de recolhimento integral das custas processuais configura vício prejudicial ao desenvolvimento regular do processo e resulta na extinção da ação, sem exame do mérito, em razão da ausência de imperioso pressuposto de desenvolvimento válido e regular do processo, nos termos do art. 485, IV, do CPC. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve;

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	vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Paradigmas do egrégio TJCE (grifados): <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO. EXTINÇÃO DO PROCESSO SEM RESOLUÇÃO DE MÉRITO POR AUSÊNCIA DE RECOLHIMENTO DE CUSTAS PROCESSUAIS. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">RECURSO CONHECIDO E DESPROVIDO. I. Caso em exame 1. Trata-se de Apelação Cível interposta por Itapeva XI Multicarteira Fundo de Investimento Em Direitos Creditórios contra sentença que extinguiu a Ação de Busca e Apreensão sem resolução de mérito, fundamentada na ausência de pagamento das custas do Oficial de Justiça. II. Questão em discussão <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text;">2. As questões em discussão consistem em saber: (i) se a extinção do processo foi correta diante da falta de recolhimento das custas processuais; (<span class="NormalTextRun SpellingErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) se seria necessária intimação pessoal da parte autora antes da extinção do processo. III. Razões de decidir <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. O recolhimento das custas processuais constitui pressuposto essencial para o desenvolvimento válido e regular do processo. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">4. A intimação da parte ocorreu regularmente por meio do Diário de Justiça Eletrônico, tendo a instituição financeira permanecido inerte após determinação judicial. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">5. A extinção do processo não decorreu de abandono da causa, tornando desnecessária intimação pessoal da parte autora. IV. Dispositivo e tese <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial,

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	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">6. Recurso conhecido e desprovido. Sentença mantida. Tese de julgamento: "1. O não recolhimento de custas processuais, após intimação, justifica a extinção do processo sem resolução de mérito. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. É desnecessária a intimação pessoal da parte autora para extinção do processo por falta de pressupostos de constituição e desenvolvimento válido." Dispositivos relevantes citados: CPC, art. 82, art. 290, art. 485, IV. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Jurisprudência relevante citada: TJCE, Apelação Cível 0207456-74.2023.8.06.0064, Rel. Des. Djalma Teixeira Benevides, 4ª Câmara Direito Privado, j. 05/11/2024. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 4ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em CONHECER E NEGAR PROVIMENTO AO RECURSO DE APELAÇÃO, nos termos do voto do Relator. Fortaleza, data constante no sistema. ANDRÉ LUIZ DE SOUZA COSTA Presidente do Órgão Julgador DESEMBARGADOR DJALMA TEIXEIRA BENEVIDES Relator (Apelação Cível - 0249310-43.2023.8.06.0001, Rel. Desembargador(a) DJALMA TEIXEIRA BENEVIDES, 4ª Câmara Direito Privado, data do julgamento: 17/12/2024, data da publicação: 17/12/2024) <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">PROCESSUAL CIVIL. APELAÇÃO EM <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO DE VEÍCULO COM AMPARO NO RITO DO DECRETO-LEI nº 911/1969. EXTINÇÃO DO PROCESSO SEM ANÁLISE DO MÉRITO COM AMPARO NO ART. 485, IV, DO CPC E CANCELAMENTO DA DISTRIBUIÇÃO POR FORÇA DO ART. 290 DO MENCIONADO CODEX. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">DESPACHO DETERMINANDO A INTIMAÇÃO DO AUTOR PARA JUNTAR O COMPROVANTE DO PAGAMENTO DAS CUSTAS PROCESSUAIS DESTINADAS AO CUMPRIMENTO DE DILIGÊNCIA POR OFICIAL DE JUSTIÇA. COMUNICAÇÃO DO ATO PROCESSUAL QUE NÃO É FEITO DE FORMA PESSOAL, POSTO QUE NÃO ATINGIDO O ART. 485, II E III, DA LEI DE RITOS. INTELIGÊNCIA DO ART. 82 DA LEI PROCESSUAL CIVIL. OBRIGAÇÃO DA PARTE EM ADIANTAR O PAGAMENTO DAS DESPESAS COM O TRÂMITE DO PROCESSO. FATO GERADOR: DEFERIMENTO DA MEDIDA LIMINAR. AUTOS QUE NÃO POSSUÍAM DECISÃO NESTE SENTIDO. SENTENÇA ANULADA. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> I. Caso em exame <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">1.Apelação interposta contra sentença que extinguiu o feito sem resolução do mérito com amparo no art. 485, IV, do Código de Processo Civil e cancelou a distribuição (art. 290 do CPC) após intimar o autor para comprovar o pagamento das custas processuais destinadas ao cumprimento de diligência pelo Oficial de Justiça. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none;

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	-webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> II. Questão em Discussão <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">2.Questiona -se a respeito da exigência de intimação pessoal, como prevê o art. 485, II e III, e seu § 1º da Lei nº 13.105/2015, além, da aplicabilidade do princípio da instrumentalidade das formas e da exigibilidade do tributo. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">III. Razões de Decidir 3.A sentença extinguiu o processo após intimar o autor por meio do Diário da Justiça Eletrônico e em favor da sua representação processual, não atendido o ato de impulso oficial, ou seja, a guia de pagamento relativa à diligência do Oficial de Justiça não foi quitada quando ordenada pelo juízo a quo. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">4.O caso em apreciação não é a de intimação pessoal do promovente/recorrente, na forma do art. 485, II e III, e seu § 1º, da Lei de Ritos, eis que, não se discute o abandono da causa, mas a constituição e o desenvolvimento válido e regular do processo, hipótese vertida no IV da mencionada codificação. <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">5.O fato gerador das custas para o cumprimento da diligência do Oficial de Justiça é o deferimento da medida liminar de busca e apreensão do veículo, todavia, tal decisão não foi apreciada quando determinado a quitação da exação, ausente a sua exigibilidade, havendo conformidade com o princípio da instrumentalidade das formas para possibilitar o prosseguimento do curso do processo. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

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	text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">6.A citação e a busca e apreensão do veículo não foi inviabilizada, posto que, sequer determinada, não havendo se falar em ausência de pressupostos de constituição e desenvolvimento válido e regular do processo. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 7.Prejudicada a apreciação das questões meritórias formuladas nas contrarrazões, que devem ser apreciadas em eventual contestação. IV. Dispositivo <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">8.Apelação conhecida e provida; sentença anulada. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer da apelação e dar-lhe provimento, nos termos do voto do eminente Relator. Fortaleza, data da assinatura digital. EVERARDO LUCENA SEGUNDO Presidente do Órgão Julgador DESEMBARGADOR PAULO AIRTON ALBUQUERQUE FILHO Relator <span class="LineBreakBlob BlobObject DragDrop SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap:

Processo	0256190-17.2024.8.06.0001
	break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0204610-50.2024.8.06.0064, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 27/11/2024, data da publicação: 03/12/2024).". <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ressalta-se, por oportuno, <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> que não cabe ao Juízo intimar pessoalmente a parte, pois o caso não se confunde com abandono ou paralisação do processo (incisos II e III do art. 485), não havendo obrigatoriedade legal da intimação pessoal (§1º do art. 485). <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal;

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	font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> No caso sob comento, conforme de spacho de ID 18454977 , foi ordenada a intimação do autor para, no prazo de 0 5 (cinco) dias, efetuar o recolhimento das custas processuais iniciais, todavia, em patente descumprimento à determinação judicial, o requerente deixou o prazo decorrer <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> in albis <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (ID 106290104). <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Verifica-se, outrossim, que a guia de recolhimento judicial (GRJ) referente <span class="NormalTextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0256190-17.2024.8.06.0001
	padding: 0px; user-select: text;">às custas referentes à diligência do Oficial de Justiça, acostada ao ID 18454975, não foi gerada através do sistema correto, a saber o P ortal de S erviços do Sistema de Gestão de Arrecadação (SGA) . <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Nessa perspectiva, o caso em análise mostra-se inteiramente dentro do disposto nos julgados selecionados, ou seja, houve intimação da parte para o recolhimento das custas sob pena de extinção do feito e <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">esta , intimada, manteve-se inerte. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Com

Processo	0256190-17.2024.8.06.0001
	efeito, o entendimento adotado pelo magistrado de origem merece ser mantido, senão vejamos (ID 18454981): <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> “(...) Inicialmente cumpre asseverar que as guias de recolhimento judicial (GRJ) das custas/despesas processuais devem ser geradas, <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">obrigatoriamente, pelo portal de serviços do Sistema de Gestão de Arrecadação (SGA)[1] <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, disponível no site do Tribunal de Justiça do Ceará (TJCE) conforme Portaria de nº 1792/2024, publicada no Diário da Justiça Eletrônico Administrativo (DJEA) em 06/08/2024, <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> sem o qual não haverá efeito de pagamento. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial,

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	Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">No caso dos autos, por se tratar de uma ação de busca e apreensão, o recolhimento das custas/despesas diligenciais representa requisito formal, essencial para dar andamento à lide e sua ausência enseja a extinção terminativa do feito, por ausência de pressuposto de constituição e de desenvolvimento válido e regular do processo, independentemente de intimação pessoal da parte autora, nos termos do art. 485, IV do CPC/2015. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(...) <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Assim, não havendo o demandante atendido aos comandos deste Juízo para o recolhimento por meio do SGA, não pode, evidentemente, ficar a atividade jurisdicional à mercê de seu interesse em comparecer para dar prosseguimento ou não ao feito, sendo que o não pagamento das custas diligenciais do oficial de justiça, inviabiliza os meios necessários <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">á citação do requerido. (...)”. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ratifico. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve;

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	vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Como se vê, a intimação pessoal mostra-se desnecessária para a presente situação, tendo em vista que a hipótese dos autos não se trata de abandono de causa, mas de ausência de pressuposto de constituição e de desenvolvimento válido e regular do processo, conforme o artigo 485, IV, do CPC/15. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Por fim, deve ser ressaltado que a impossibilidade de apreciação do pedido de citação do promovido via editalícia, decorreu da própria inercia do autor que, por sua vez, conquanto devidamente intimado, não se manifestou , motivo pelo qual, sequer fora formulado qualquer pleito citação por edital durante o curso da presente demanda. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Portanto, não merecem prosperar as razões recursais, de forma que a sentença recorrida não merece reparos. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-

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	serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun Underlined SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Diante o exposto, <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso de Apelação, para <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR-LHE <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">provimento, mantendo a decisão hostilizada em todos os seus termos. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por fim, apesar do desprovimento do apelo, deixo de fixar os honorários recursais previstos no art. 85, § 11, do CPC/2015, vez que não foram fixados pelo juízo de primeiro grau. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="TextRun SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="OutlineElement Ltr SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow:

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	visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;"> <span class="TextRun SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW84085082 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;"> <span class="EOP SCXW13362494 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;">

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Número de ordem	38
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	BANCO HONDA S/A.
Advogado(s) - Polo ativo	ROBERTA BEATRIZ DO NASCIMENTO - (SP192649-A) JOSE LIDIO ALVES DOS SANTOS - (CE35180-S)
Polo passivo	FLAVIO RODRIGUES DANTAS

Processo	0243528-89.2022.8.06.0001
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

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Acordão	<div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont,

Processo	0243528-89.2022.8.06.0001
	Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 0243528-89.2022.8.06.0001 <span class="NormalTextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0243528-89.2022.8.06.0001
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> - Apelação Cível <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> B anco Honda S/A e Flávio Rodrigues Dantas <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -

Processo	0243528-89.2022.8.06.0001
	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">EMENTA: APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. VEÍCULO NÃO LOCALIZADO. NÃO REQUERIMENTO DE CONVERSÃO DA AÇÃO EM EXECUÇÃO. AUSÊNCIA DE PRESSUPOSTO DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. CARACTERIZAÇÃO. EXTINÇÃO DO FEITO SEM RESOLUÇÃO DO MÉRITO. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Cabe ao autor fornecer a localização do veículo alienado objeto da ação de busca e apreensão e, caso não consiga, faculta-se a conversão desta em execução, como preconiza o art. 4º do Decreto-Lei nº 911/69. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-

Processo	0243528-89.2022.8.06.0001
	variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Não havendo o autor logrado êxito em fornecer os meios para o cumprimento da liminar de busca e apreensão e a citação do réu, em que pesem diversas diligências realizadas pelo oficial de justiça, e não tendo sido o veículo localizado, aliada à ausência de interesse do autor na conversão da ação em execução, mostra-se acertada a extinção do feito sem resolução do mérito, com supedâneo no art. 485, IV, do Código de Processo Civil. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. Apelação cível conhecida e desprovida. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-

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	serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR PROVIMENTO <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont,

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	Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont,

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	Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW210445360 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">BANCO HONDA S/A <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , contra sentença proferida pelo Juízo da 8 ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos d a <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Ação de Busca e Apreensão <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pelo apelante em face de <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">FLÁVIO RODRIGUES DANTAS <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, extinguiu o feito sem resolução do mérito, nos seguintes termos (ID 15819270): <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“(...) <span class="NormalTextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0243528-89.2022.8.06.0001
	padding: 0px; user-select: text;">Diante do exposto, <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">JULGO EXTINTO <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> o processo sem resolução de mérito, com fundamento no art. 485, IV, do CPC, em face da ausência de pressuposto de constituição e desenvolvimento válido do processo. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Custas já antecipadas pelo autor. (...)”. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

Processo	0243528-89.2022.8.06.0001
	text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inconformado, <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> o promovido BANCO HONDA S/A interpôs recurso apelatório <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, alegando, em suma, que a sentença objurgada merece ser reformada, visto que, ao revés do entendimento adotado pelo magistrado originário, a inércia do autor não configuraria inexistência de pressuposto de constituição e desenvolvimento válido e regular do processo, caracterizando, na verdade, abandono da causa, razão pela qual a intimação pessoal do autor seria pressuposto indispensável para a extinção do feito. Sustenta que, caso o <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">decisum <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">seja mantido, os prejuízos experimentados pelo demandante podem ser majorados. Ao final, requer o conhecimento e provimento do presente apelo (ID 15819276). <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates:

Processo	0243528-89.2022.8.06.0001
	normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Em sede de <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> juízo de retratação <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , o magistrado de origem manteve a decisão combatida, conforme decisão ao ID 15819279 . <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Sem contrarrazões <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , ante a ausência de <span class="NormalTextRun SpellingErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">triangularização <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da relação processual. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	0243528-89.2022.8.06.0001
	transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px -76px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont,

Processo	0243528-89.2022.8.06.0001
	Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">VOTO <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">I - DOS PRESSUPOSTOS DE ADMISSIBILIDADE <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear:

Processo	0243528-89.2022.8.06.0001
	both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II - DO MÉRITO <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

Processo	0243528-89.2022.8.06.0001
	transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O cerne da controvérsia cinge-se a aferir eventual desacerto na sentença proferida pelo Juízo da 8 ª Vara Cível da Comarca de Fortaleza/CE, que nos autos da Ação de Busca e Apreensão em comento, julgou extinto o feito sem resolução de mérito, com fundamento no art. 485, IV, do CPC, em face da ausência de pressuposto de constituição e desenvolvimento válido do processo. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> De plano, adianto que a insurgência recursal não merece ser acolhida. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Analisando os autos verifica-se que o Juízo <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0243528-89.2022.8.06.0001
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">deferiu o pedido liminar de busca e apreensão ao ID 15819155 , contudo , o requerido não foi citado, tampouco o bem foi localizado, conforme certidões exaradas pelo Oficial de Justiça (<span class="NormalTextRun SpellingErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ID <span class="NormalTextRun SpellingErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">s 15819167 , 15819189 , 15819216, 15819237) . <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Consoante se extrai do despacho que precedeu a sentença de extinção do processo (ID 15819268), foi determinada a intimação do autor para, no prazo de 15 (quinze) dias, se manifestar acerca das informações obtidas através do sistema INFOJUD , todavia, o autor deixou fluir sem manifestação (<span class="NormalTextRun SpellingErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ID <span

Processo	0243528-89.2022.8.06.0001
	class="NormalTextRun SpellingErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">s <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: windowtext; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">86528773, 86528774 <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">). <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Tem-se que a extinção do processo não foi motivada pelo abandono da causa por mais de 30 (trinta) dias, nos termos do art. 485, III, do CPC, e sim pelo fato de o autor não haver informado a localização do veículo para efetivação da liminar de busca e apreensão, inviabilizando, assim, o regular prosseguimento do feito sob o rito específico estabelecido no Decreto-Lei nº. 911/69. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Sabe-se que a ação de busca e apreensão possui procedimento próprio e que nos termos do art. 3º, do Decreto-Lei nº. 911/69, a constituição e desenvolvimento válido e regular do processo não prescinde da efetivação da liminar e posterior citação do devedor, sem o que resta inviável a pretensão de consolidação definitiva do domínio e posse exclusiva do bem alienado fiduciariamente em favor do credor. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

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	windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Tanto é assim que a legislação específica prevê que na hipótese de o bem não ser localizado ou não se encontrar mais na posse do devedor, o autor poderá requerer a conversão da ação de busca e apreensão em ação de execução, nos termos do art. 4º do referido Decreto-Lei, <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> in <span class="NormalTextRun SpellingErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">verbis <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">: <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> “Art. 4º - Se o bem alienado fiduciariamente não for encontrado ou não se achar na posse do devedor, fica facultado ao credor requerer, nos mesmos autos, a conversão do pedido de busca e apreensão em ação <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-

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	image: url("data; border-bottom: 1px solid transparent;">executiva , na forma prevista no Capítulo II do Livro II da Lei nº 5.869, de 11 de janeiro de 1973 - Código de Processo Civil.” <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Portanto, correta a extinção do feito sem resolução de mérito com base no art. 485, IV do CPC, em virtude da ausência de postulação de conversão da presente ação de busca e apreensão, mesmo depois de caracterizada a inviabilidade de localização do veículo, cuja inércia persistiu após a intimação dos advogados do autor (ID 16878431). <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Outrossim, destaque-se não ser necessária a prévia intimação pessoal do requerente antes da prolação da sentença terminativa, pois essa providência só é imposta pela legislação processual civil quando a extinção do feito decorre da negligência das partes ou do abandono da causa, nos termos do art. 485 § 1º do CPC, o que não corresponde à situação dos autos, pois, apesar de, efetivamente, ter ocorrido um desatendimento à determinação exarada pelo juiz de 1º grau, essa conduta implicou a ausência de provocação da parte quanto à conversão do feito em ação voltada à solvência da dívida contraída pelo réu, a qual possui previsão específica de pressuposto de validade processual, subsumindo o fato ao disposto no art. 485, IV do CPC. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Com efeito, a intimação dos advogados por meio do Diário de Justiça Eletrônico é suficiente. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Sobre o tema, esta e. Corte de Justiça já se manifestou no mesmo sentido: <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

Processo	0243528-89.2022.8.06.0001
	BR">“DIREITO CIVIL E PROCESSUAL CIVIL. APELAÇÃO EM <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO. EXTINÇÃO SEM RESOLUÇÃO DE MÉRITO COM FULCRO NO ART. 485, IV, DO CPC. AUSÊNCIA DE PRESSUPOSTODE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO DO PROCESSO. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">RECURSO CONHECIDO E DESPROVIDO. SENTENÇA INALTERADA. 1. O magistrado singular, ao verificar a inércia do apelante em fornecer endereço atualizado para fins de cumprimento do mandado de busca e apreensão, extinguiu o feito sem resolução de mérito, por ausência de pressuposto de constituição e desenvolvimento válido do processo. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. O banco apelante, intimado através de seu causídico, devidamente advertido sobre os efeitos de sua contumácia, quedou-se inerte em apresentar o paradeiro atualizado do veículo que pretendia apreender, e tampouco manifestou-se sobre o interesse na conversão da ação em execução <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 4. Assim, restou caracterizado impacto ao desenvolvimento válido e regular do processo, tendo agido com acerto o Juízo de piso ao proferir a sentença terminativa, com fulcro no art. <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">485,IV , do <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">CPC <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">. 5. APELAÇÃO CONHECIDA E DESPROVIDA. SENTENÇA INALTERADA. (TJCE Apelação Cível 0176887-61.2018.8.06.0001 Relatora: MARIA VILAUBA FAUSTO LOPES, 3a Câmara Direito Privado, Data do julgamento: 24/03/ <span class="NormalTextRun

Processo	0243528-89.2022.8.06.0001
	ContextualSpellingAndGrammarErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">2021)- G.N <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CIVIL. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO. VEÍCULO NÃO LOCALIZADO. AUSÊNCIA DE CITAÇÃO - PRESSUPOSTO DE DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. INEXISTÊNCIA DE INDICAÇÃO DO BEM OU PEDIDO DE CONVERSÃODA AÇÃO DE BUSCA E APREENSÃO EM AÇÃO EXECUTIVA. EXTINÇÃO DO FEITO SEM RESOLUÇÃO DE MÉRITO. DESNECESSIDADE DE INTIMAÇÃO PESSOAL DA PARTE AUTORA - <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">CONTUMÁCIA VERIFICADA. RECURSO NÃO PROVIDO. SENTENÇA MANTIDA. 1. (...) A citação é imprescindível à validade do processo, ressalvada a hipótese de indeferimento da petição inicial, julgamento liminar de improcedência ou na hipótese de comparecimento espontâneo, o que não ocorreu no caso em apreço. Trata-se de pressuposto de constituição e de desenvolvimento válido e regular do processo, por ser obrigatória a participação do réu no feito, <span class="NormalTextRun SpellingErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">oportunizando-lhe <span

Processo	0243528-89.2022.8.06.0001
	class="NormalTextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">o contraditório e a ampla defesa, além de ser ônus da parte autora diligenciar e indicar endereço válido para realização do ato citatório, sob pena de extinção do feito, sem resolução do mérito. 5. Nos termos dos precedentes coligidos, inclusive do colendo Superior Tribunal de Justiça, não se mostra imprescindível a intimação pessoal da parte promovente, na espécie. Ademais, não se examinou o mérito por contumácia do <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">demandante . 6. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Além disso, o Decreto Lei nº 911/69, artigo 4º, estatui a possibilidade do credor, na hipótese de não ser o bem localizado ou caso esse não seja encontrado na posse do devedor, pleitear a conversão da busca e apreensão em ação de execução, o que efetivamente foi oportunizado ao requerente no despacho antecessor da sentença. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">7. Recurso conhecido e desprovido. Sentença terminativa mantida. (TJCE, Apelação Cível 0196611-17.2019.8.06.0001, Relator: FRANCISCO DARIVAL BESERRA PRIMO, Órgão julgador: 2a Câmara Direito Privado, Data do julgamento: 03/02/2021). <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-

Processo	0243528-89.2022.8.06.0001
	alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ALIENAÇÃO FIDUCIÁRIA. VEÍCULO NÃO LOCALIZADO. NÃO REQUERIMENTO DE CONVERSÃO DA AÇÃO EM EXECUÇÃO. AUSÊNCIA DE PRESSUPOSTO DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. CARACTERIZAÇÃO. EXTINÇÃO DO FEITO SEM RESOLUÇÃO DO MÉRITO. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 1. Cabe ao autor fornecer a localização do veículo alienado objeto da ação de busca e apreensão e, caso não consiga, faculta-se a conversão desta em execução, como preconiza o art. 4º do Decreto-Lei nº 911/69. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. Não havendo o autor logrado êxito em fornecer os meios para o cumprimento da liminar de busca e apreensão e a citação do réu, em que pesem diversas diligências realizadas pelo oficial de justiça, e não tendo sido o veículo localizado, aliada à ausência de interesse do autor na conversão da ação em execução, mostra-se acertada a extinção do feito sem resolução do mérito, com supedâneo no art. 485, IV, do Código de Processo Civil. <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">3. Apelação cível conhecida e desprovida. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer e negar provimento ao recurso, nos termos do voto do Relator. Fortaleza, data da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador JUIZ CONVOCADO PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023 Relator <span class="LineBreakBlob BlobObject DragDrop SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="LineBreakBlob BlobObject DragDrop SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (Apelação Cível - 0233471-75.2023.8.06.0001, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023, 3ª Câmara Direito Privado, data do julgamento: 08/05/2024, data da publicação: 08/05/ <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">2024)- <span

Processo	0243528-89.2022.8.06.0001
	class="NormalTextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">G.N". <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Assim, não se mostra pertinente a irresignação ora analisada, eis que a sentença de 1º grau foi prolatada em consonância com os ditames legais regentes da espécie e com as jurisprudências atuais. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0243528-89.2022.8.06.0001
	padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Diante o exposto, <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso de Apelação, para <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR-LHE <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">provimento, mantendo a decisão hostilizada em todos os seus termos. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por fim, apesar do desprovimento do apelo, deixo de fixar os honorários recursais previstos no art. 85, § 11, do CPC/2015, vez que não foram fixados pelo juízo de primeiro grau. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial,

Processo	0243528-89.2022.8.06.0001
	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0"

Processo	0243528-89.2022.8.06.0001
	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW210445360 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;">

Processo	3000145-27.2025.8.06.0053
Número de ordem	39
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	LUCIVANIA OLIVEIRA DA COSTA ALMEIDA
Advogado(s) - Polo ativo	JOSE AUDRIN ALBUQUERQUE BRAGA JUNIOR - (CE48041-A)
Polo passivo	COMPANHIA ENERGETICA DO CEARA
Advogado(s) - Polo passivo	ANTONIO CLETO GOMES - (CE5864-A)
Terceiros	Não informado

Processo	3000145-27.2025.8.06.0053
Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center">

Processo	3000145-27.2025.8.06.0053
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	0mFzi6+Z8++rKysGTNmREWZ7lRl/P+2hjzvF/4e8egjly5fmTfvvRGjRnRs0w6YsRXffvXA6q1Tvp5Z0UenwqXO1xvQABkHCmmiZ/74ziudRulp5umlrwE7icmokqS+IA0dn6WKlAyO1YyPG/jVz5+QUTS0LCReWPjRp02apM+aNRPcjND8H8LiVmvVssWc2bOWfPrVpTNXxj4zGrqpI8Y81KdXl1GTnj9oLcDbJwB/CJrqyJMloCumtmvWZ0/B8SJHzROd+y3P3YfhnILJOE4ByAU6RXbJhqPO5c+/99hTj6ta5dO1i9dXrFz+9DNj2tx0QG990ddfbA38nRtAY1OapqdNf+XAgcMzZ86aPHlibGws1P8Hfvv1/VkfzP51pTSgEUCFfSIK6yighgyMWvmGIEstUpoCjIT/QZOSwCTRiIMrnv6Vqat/WB+fmoS+JA3DV65c7XQ6F324CEWQ/ymQ2yAnYze8XEQOy4COXL9+93Tp0nnO7PcGDxo4YFA/UZTfnvtW9909hs+ZELg3FrOwKi8SBFnpqFZNBCDoK64yimZEgcdoEpU47i2bmvHQ4u0fKejQPeB0eRcuXDjsvsHPPDMm8kEN/kVnDY9FhMZwrabRYNB9uHj+ujXr5y9Y/NrrUxUg9xt8b2XLrPsnjz5mdWAtdHIoRANWhjY31D2AkGSRYhSRxwwHKta+sHjoEw+HhBBHc3t27zmelTXr7bfMN0P74A73JN9Ouyty8c8PkfMy+vHSkoq335gx/oVxTTOa6JPMRzf+Nn78xGUn9oMesYJPwhQCRyU8YcCRolu2Hak69/mOpPZNZFmGQCxa9FFiYvzsd2f9bx/RUO2ufM/E/7c1Sk5YuOj9+QsXt2je4pGHh4lq+LsVXzeZPe/NQz/ivePlYAiqWcWKgxKh0xXu+Jb9hB2VONTUVEM/66WXJmZmpt+9r0G81e46FrcyOARBzHzrjTVr1n/08WdTX3tZFEJvzJ7JLjS+cuQTcE8yXBigFHTNNfy+YSdmRgcYQv9i79698+bNNRgMd+e7PP+13XUsbspz/XyOHv346dNnZsyYOWfObimU96YEpaCb+b8CJqaWlzCszbukY2oeGHr1u1lZcWzZtWvi5uFs3e3/U1rJNIiRlHHjh3s9tj33ntv+vTpOK574+0ZFyeWrNu588iWE5IZnY227PsVRqMBGq9/Z9/A34+F9hs0apQ4deprs2fPgUuAIKjv5i+eePZJWxLaFP798uVxcXFDH7j/1tnCf1v3/lYs8PovQUDXUVHmGTOmffjholmz3hEA3v2envDJrdt+Mej1EAhw15TFv2l/Kxb/0qKjYx599NFPPvnk1Vdf4/lwYVHJ9eu5b0yfikpt1P9wRtrdaP9NLOCSadmy5fnzFy9cuNimTesVK1Yu1L4NQG64ryy7o/bfxCLSRo8eNWfO+85a9yhtSx/QvsrkLn0j9r9v/00sbvHikCGDV/+w5vMvPr4Vj/k7KfNW++/LBVwrbdu2tr/+SuRBA36n3522/we/9pD2DavOCwAAAABJRU5ErkJggg==" alt="" /> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA <h1 class="western" style="margin-right: -1.04cm; text-indent: -1cm; break-after: avoid; text-align: center;"> GABINETE DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA </h1> Processo: 3000145-27.2025.8.06.0053 APELANTE: LUCIVANIA OLIVEIRA DA COSTA ALMEIDA APELADO: COMPANHIA ENERGETICA DO CEARA Ementa: DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO JURÍDICA CUMULADA COM REPETIÇÃO DE INDÉBITO E DANOS MORAIS. COBRANÇA DE SERVIÇO NÃO CONTRATADO EM FATURA DE ENERGIA. INEXISTÊNCIA DE DANO MORAL. PARCIAL PROVIMENTO. I. CASO EM EXAME <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> <p style="line-height: 1.7999999999999998; text-

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	align: justify; margin-top: 12pt; margin-bottom: 12pt;" dir="ltr"> Apelação cível interposta contra sentença que julgou parcialmente procedente pedido de declaração de inexistência de relação jurídica e de restituição de valores cobrados indevidamente em fatura de energia elétrica, mas rejeitou o pedido de indenização por danos morais, diante da ausência de gravame à personalidade da autora. II. QUESTÃO EM DISCUSSÃO <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Há duas questões em discussão: (i) saber se a cobrança indevida de serviço não contratado, em fatura de energia elétrica, enseja indenização por dano moral; e (ii) saber se é cabível a restituição em dobro dos valores descontados indevidamente. III. RAZÕES DE DECIDIR <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Comprovada a realização de descontos mensais na fatura de energia por serviço não contratado, incide a responsabilidade objetiva da concessionária, nos termos do CDC, art. 14, e CF/1988, art. 37, § 6º. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A ausência de prova da contratação transfere à concessionária o ônus de demonstrar a legalidade da cobrança, conforme CDC, art. 6º, VIII, e CPC, art. 373, II. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A restituição em dobro dos valores é devida, conforme entendimento firmado pelo STJ (REsp 676.608/RS), por se tratar de cobrança indevida posterior à modulação dos efeitos do referido julgamento. <li style="list-style-type: decimal; font-size: 14pt; color:

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	#000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Não configurado o dano moral, na ausência de inscrição da consumidora em cadastros de inadimplentes ou interrupção do serviço essencial, nos termos da jurisprudência consolidada do STJ e do TJCE. IV. DISPOSITIVO E TESE <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Recurso conhecido e parcialmente provido, para fixar a restituição em dobro dos valores cobrados indevidamente e determinar a incidência de correção monetária desde o efetivo prejuízo e de juros moratórios desde o evento danoso. Tese de julgamento: “1. A cobrança de valores por serviço não contratado em fatura de energia elétrica enseja a repetição em dobro do indébito, conforme o art. 42, p.u., do CDC. 2. A simples cobrança indevida, sem negativação do nome do consumidor ou interrupção do fornecimento, não configura dano moral.” <hr /> Dispositivos relevantes citados: CF/1988, arts. 1º, III, 5º, V e X, e 37, § 6º; CC, arts. 186, 398 e 927; CDC, arts. 6º, VIII, 14 e 42, p.u.; CPC, arts. 85, § 14, e 373, II. Jurisprudência relevante citada: STJ, REsp 676.608/RS, Rel. Min. Nancy Andrighi, 3ª Turma, j. 12.02.2020; STJ, Súmula 385; TJCE, Apelação Cível 0200580-09.2023.8.06.0160, Rel. Des. Emanuel Leite Albuquerque, 1ª Câmara Direito Privado, j. 11.12.2024; TJCE, Apelação Cível 0200203-29.2023.8.06.0066, Rel. Des. Carlos Alberto Mendes Forte, 2ª Câmara Direito Privado, j. 28.02.2024. <span

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	style="font-size: medium;"> ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, pelo conhecimento e parcial provimento do apelo, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator RELATÓRIO <span style="color: #000000; background-color: transparent; font-weight: 400; font-style:

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	normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Trata-se de recurso de apelação interposto por Lucivania Oliveira da Costa Almeida (id 19065372) contra a sentença proferida pelo Juízo da 2ª Vara da Comarca de Camocim, que julgou parcialmente procedentes os pedidos formulados na ação declaratória de inexistência de relação jurídica, cumulada com repetição de indébito e pedido de danos morais, proposta por Lucivania Oliveira da Costa Almeida em face de Companhia Energética do Ceará - ENEL, nos seguintes termos: “ (...) DISPOSITIVO Por todo o exposto, JULGO PARCIALMENTE PROCEDENTE os pedidos contidos na peça vestibular, extinguindo o feito com resolução do mérito, nos termos do art. 487, I do Código de Processo Civil, para: A) DECLARAR INEXISTENTE o contrato de serviço que gerou a cobrança intitulada <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">“COB DOACAO LUCAS DANTAS 88 99929 6065”; B) CONDENAR a parte requerida a devolver à parte autora, ante a nulidade contratual, o valor das parcelas descontadas , sendo a restituição na forma simples dobrada, no que tange às parcelas descontadas a partir de 06/2024. Tais valores serão corrigidos desde a data do desconto de cada parcela até o dia 29/08/24 pelo índice INPC e, após essa data, pelo índice IPCA, bem como acrescido de juros de mora desde a citação, sendo devido o percentual de 1% ao mês até 29/08/24 e após a taxa; Considerando a sucumbência recíproca, arcarão autor e réu em partes equivalentes com o pagamento das custas judiciais e despesas processuais, bem como com os honorários advocatícios do patrono da parte contrária, incompensáveis nos termos do artigo 85, § 14, do CPC, os quais arbitro de

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	forma equitativa em R$ 1.000,00, para cada parte, considerando o baixo valor da condenação. Suspensa a exigibilidade da parte autora, conforme previsão do artigo 85, §2º do CPC, por se tratar de parte beneficiada pela justiça gratuita. . (...) ” Nas razões recursais (id 19065372), a recorrente pleiteia a condenação da empresa ré ao pagamento de danos morais, argumentando que a requerida, de forma negligente e de má-fé, realizava descontos mensais em sua conta de energia referentes a um serviço nunca contratado. Tal conduta, segundo o recorrente, ultrapassa o mero dissabor, causando transtornos significativos de ordem moral. Suplicou, ainda, a restituir em dobro os valores cobrados indevidamente e determinar a incidência de juros moratórios a partir da data do evento danoso. A parte apelada, por sua vez, apresentou contrarrazões (19065376), defendendo a manutenção da sentença. É o relatório. Decido. VOTO Presentes os pressupostos de admissibilidade, passo ao exame do recurso. A controvérsia recursal reside na verificação da responsabilidade da recorrente quanto à necessidade de indenização da parte autora pelos danos supostamente sofridos em razão da cobrança indevida de serviços não contratados. Inicialmente, alega a recorrente argumentando que a requerida, de forma negligente e de má-fé, realizou sete descontos mensais, no valor de R$ 3,00 (três reais) cada, em sua conta de energia referentes a um serviço nunca contratado. Tal conduta, segundo o recorrente, ultrapassa o mero dissabor, causando transtornos significativos de ordem moral. A responsabilidade objetiva da concessionária de serviços públicos está expressamente prevista no artigo 37, § 6º, da Constituição Federal, bem como no artigo 14 do Código de Defesa do Consumidor (CDC).

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	Este último estabelece que o fornecedor de serviços responde, independentemente de culpa, pelos danos causados aos consumidores em razão de falhas na prestação dos serviços ou da inadequação das informações fornecidas sobre sua utilização e riscos. No caso concreto, a parte autora demonstrou a conduta ilícita da recorrente, o dano sofrido e o nexo causal entre ambos, por meio da apresentação das faturas de fornecimento de energia elétrica (id 19065362). Tais documentos comprovam a realização de descontos automáticos referentes a serviços não contratados, como “Cob Doação Lucas Dantas 88 99929 6065”, durante sete meses, no valor de R$ 3,00 cada, totalizando R$ 21,00. Por sua vez, a recorrida não se desincumbiu do ônus de demonstrar a regularidade dessas cobranças, conforme exigido pelo artigo 6º, inciso VIII, do CDC, e pelo artigo 373, inciso II, do Código de Processo Civil (CPC). Além disso, também não comprovou a presença de nenhuma das excludentes de responsabilidade previstas no artigo 14, § 3º, do CDC. Quanto à repetição do indébito, o Superior Tribunal de Justiça (STJ), ao julgar o REsp 676608/RS, consolidou o entendimento de que a restituição em dobro independe da comprovação de má-fé do fornecedor quando a cobrança indevida for decorrente de serviços não contratados. Como os valores em questão foram descontados após a data de modulação dos efeitos dessa decisão (30/03/2021), aplica-se ao caso a repetição em dobro dos valores pagos indevidamente. No que se refere ao dano moral, entendo que a simples cobrança indevida, por si só, sem a inscrição do nome da consumidora em cadastros restritivos de crédito ou a interrupção do serviço essencial, não é suficiente para caracterizar sofrimento ou abalo psíquico passível de indenização. O STJ tem entendimento pacificado no sentido de que a cobrança indevida, sem agravantes adicionais, não gera dano moral in re ipsa, sendo indispensável a comprovação de um prejuízo efetivo para justificar a reparação. A caracterização do dano moral exige a demonstração de uma lesão a um bem jurídico essencial inserido nos direitos da personalidade, como a honra, a dignidade, a intimidade, a imagem e o bom nome, nos termos dos artigos 1º, inciso III, e 5º, incisos V e X, da Constituição Federal. Dessa forma, a mera cobrança indevida, sem outras consequências concretas, não é suficiente para configurar dano moral, sobretudo quando inexiste inscrição do nome da consumidora em cadastros de inadimplentes ou interrupção do fornecimento de energia elétrica. Nessas circunstâncias, a ocorrência da cobrança indevida não caracteriza, por si só, um abalo psíquico relevante que justifique a reparação por dano extrapatrimonial. No presente caso, os sete descontos indevidos, no valor individual de R$ 3,00 (três reais), totalizando R$ 21,00 (vinte e um reais), não são suficientes para configurar um dano moral in re ipsa <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline;

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	white-space: pre-wrap;">. Embora tais cobranças possam gerar desconforto e aborrecimento ao consumidor, não restou demonstrado que tenham atingido valores fundamentais da personalidade, tratando-se de um dissabor cotidiano inerente às relações de consumo. Ademais, como já mencionado, não há provas de que o nome da autora tenha sido negativado, tampouco de que houve suspensão ou interrupção do fornecimento de energia elétrica. Assim, a cobrança indevida, isoladamente considerada, não enseja o direito à indenização por dano moral, sendo necessária a demonstração de que a situação ultrapassou o mero aborrecimento. Esse entendimento está em consonância com a jurisprudência consolidada deste Egrégio Tribunal de Justiça do Estado do Ceará: PROCESSO CIVIL. RECURSOS DE APELAÇÃO EM AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C RESTITUIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. COBRANÇA DE SERVIÇO NÃO CONTRATADO. AUSÊNCIA DE PROVA DA LICITUDE DAS COBRANÇAS. FALHA NA PRESTAÇÃO DO SERVIÇO EVIDENCIADA. CONCESSIONÁRIA NÃO SE DESINCUMBIU DO SEU ÔNUS PROBATÓRIO. REPETIÇÃO DE INDÉBITO EM DOBRO. DANO MORAL. MERA COBRANÇA INDEVIDA. AUSÊNCIA DE INSCRIÇÃO DO NOME DA AUTORA NOS SERVIÇOS DE PROTEÇÃO DE CRÉDITO OU DE INTERRUPÇÃO DO FORNECIMENTO DO SERVIÇO. RECURSOS CONHECIDOS E DESPROVIDOS SENTENÇA CONFIRMADA. 1. Entendeu o juízo de primeiro grau por deferir parcialmente os pedidos autorais para declarar a nulidade do contrato que originou as cobranças em questão, bem como, condenar a parte promovida a restituir, em dobro, as parcelas cobradas indevidamente na conta de energia da autora, no entanto, indeferiu o pedido de indenização por danos morais, ao fundamento de que não houve efetiva lesão à honra, imagem ou qualquer outro atributo da personalidade da autora/consumidora, não havendo, portanto, que se falar em indenização por danos morais. 2. No caso concreto, é forçoso reconhecer que houve falha na prestação do serviço, causando danos de ordem material a promovente/apelada, visto que, as promovidas, não conseguiram comprovar a regularidade da contratação e, consequentemente, a legitimidade das cobranças realizadas, (ônus que lhe competiam, segundo a regra do art. 373, inc. II, do CPC). 3. A companhia/recorrente alega ausência de responsabilidade por ser mero agente arrecadador, e que, não pode ser condenada a ressarcir a parte autora, sendo a relação contratual apenas entre a consumidora e a empresa funerária. Entretanto, tal argumento não merece prosperar, tendo em vista, que as cobranças foram realizadas nas faturas de energia elétrica, ingressando assim, a concessionária/recorrente, na cadeia de consumo, possibilitando e concretizando o cometimento do ato ilícito, prevalecendo a responsabilidade solidária de todos que participam da respectiva cadeia econômica. 4. Assim, demonstrada a falha na prestação dos serviços, configurado está o ilícito civil, o qual enseja pronta reparação dos danos causados, nos termos do art. 14 do Código de Defesa do Consumidor e arts. 186 e 927 do Código Civil Brasileiro. 5. Danos Morais - A existência do dano moral pressupõe a configuração de lesão a um bem jurídico que integra os direitos da personalidade, como a honra, a dignidade, a intimidade, a imagem, o bom nome etc., com base se infere dos arts. 1º, III, e 5º, V e X, da Constituição Federal. 6. Desse modo, a mera cobrança indevida, por si só, não se mostra suficientemente capaz de ensejar o dano moral alegado, sem que haja qualquer gravame no nome da consumidora ou corte no fornecimento de sua energia elétrica, não acarreta sofrimento ou abalo psíquico a ensejar o dano extrapatrimonial. 7. Recursos conhecidos e desprovidos. Sentença confirmada. A C Ó R D Ã O Acordam os Desembargadores integrantes da Primeira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer de ambos os recurso, mas para negar-lhes provimento nos termos do voto do Relator, parte integrante desta decisão. Fortaleza, 11 de dezembro de 2024. FRANCISCO MAURO FERREIRA LIBERATO Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator <strong

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	style="font-weight: normal;"> (Apelação Cível - 0200580-09.2023.8.06.0160, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 11/12/2024, data da publicação: 11/12/2024) DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO JURÍDICA C/C DANO MATERIAL E MORAL. TEORIA DA APARÊNCIA. PRELIMINAR AFASTADA. FALHA NA PRESTAÇÃO DO SERVIÇO. DESCONTOS DE SERVIÇOS EM FATURA DE ENERGIA ELÉTRICA. AUSÊNCIA DE PROVA DA LICITUDE DAS COBRANÇAS. CONCESSIONÁRIA NÃO SE DESINCUMBIU DO SEU ÔNUS PROBATÓRIO. REPETIÇÃO DE INDÉBITO EM DOBRO. DEVIDA. DANO MORAL. AFASTADO. INCIDÊNCIA JUROS MORA. A PARTIR DO EVENTO DANOSO. SÚMULA 54 DO STJ. LITIGÂNCIA MÁ-FÉ. NÃO CARACTERIZADA. SENTENÇA REFORMADA EM PARTE. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. 1. A controvérsia reside em saber se a recorrente possui dever de indenizar a recorrida por danos suportados em razão da possível cobrança indevida por serviços não contratados. 2. Embora a recorrente afirme se tratar de mera arrecadadora dos serviços questionados, tal situação não afasta a sua legitimidade para figurar no polo passivo da demanda, especialmente pelo seu papel central na cadeia de consumo, que justifica sua responsabilidade solidária com os demais fornecedores, inclusive com base na teoria da aparência. 3. A responsabilidade da concessionária de serviço público é objetiva, a teor do art. 37, §6º, do CF. 4. A apelada demonstrou a conduta da recorrente, o dano suportado e o nexo causal entre esses dois, ao trazer as faturas de fornecimento de energia elétrica (fls. 12/16), nas quais a recorrente realiza descontos referentes aos serviços ¿Cob Funeral 360 Plus¿, ¿Cob Doutor 360 Plus¿ e ¿Cob Doação Fundação Terra¿, nos montantes respectivos de R$ 10,99 (dez reais e noventa e nove centavos), R$ 13,99 (treze reais e noventa e nove centavos) e R$ 2,00 (dois reais), entre agosto e dezembro de 2022. 5. A apelante, por sua vez, não fez prova da contratação dos serviços por parte da consumidora, de modo que não se desincumbiu do seu ônus probatório, nos termos do art. 6º, VIII, do CDC c/c art. 373, II, do CPC. 6. Está clara, portanto, a falha na prestação do serviço que causou prejuízo para a recorrida. 7. Como os descontos indevidos ocorreram após o marco modulatório, a restituição do indébito deve ser realizada de forma dobrada, como acertadamente determinado na decisão recorrida. 8. No que diz respeito ao dano moral, tenho que merece ser afastado, visto que não ficou comprovado o prejuízo suportado pela consumidora, afinal a mera cobrança indevida, por si só, sem que haja qualquer gravame no nome da consumidora ou corte no fornecimento de sua energia elétrica, não acarreta sofrimento ou abalo psíquico a ensejar o dano extrapatrimonial. 9. O Superior Tribunal de Justiça tem entendimento consolidado que a simples cobrança indevida decorrente da falha na prestação do serviço, sem que ocorra qualquer tipo de restrição ao crédito do devedor, não gera o dano moral in re ipsa. 10. Ausente negativação da consumidora ou suspensão do fornecimento de energia elétrica, ou, ainda, fato significativamente lesivo que ultrapasse o mero dissabor, resta indubitável a inexistência do dano extrapatrimonial aplicado na origem. 11. Os juros de mora foram corretamente aplicados, pois, ao contrário do que é defendido pela recorrente, a situação versa sobre dano extracontratual e, portanto, esses incidem desde o evento dano, na forma da súmula 54 do STJ e art. 398 do CC. 12. A pretensão reformatória apresentada por meio do recurso de apelação não caracteriza hipótese ensejadora de condenação por litigância de má-fé, sobretudo por se tratar de meio idôneo e legítimo de insurgência, exercido em observância às balizas normativas vigentes, sendo importante destacar, também, que eventual entrave a esse direito violaria frontalmente o princípio da inafastabilidade de jurisdição (CF, art. 5º, XXXV). 13. Recurso provido em parte. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos das apelações cíveis nº 0200203-29.2023.8.06.0066, em que figuram as partes acima indicadas, acordam os Desembargadores integrantes da 2ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por votação unânime, em conhecer do recurso interposto, para dar-lhe parcial provimento, em conformidade com o voto do eminente relator. Fortaleza, 28 de fevereiro de 2024 INACIO DE ALENCAR CORTEZ NETO Presidente do Órgão Julgador DESEMBARGADOR CARLOS ALBERTO MENDES FORTE Relator

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	(Apelação Cível - 0200203-29.2023.8.06.0066, Rel. Desembargador(a) CARLOS ALBERTO MENDES FORTE, 2ª Câmara Direito Privado, data do julgamento: 28/02/2024, data da publicação: 29/02/2024) Quanto aos danos materiais, destaco que a correção monetária deverá ser contada a partir do efetivo prejuízo, e os juros moratórios, desde o evento danoso (art. 398 do CC e Súmula 54 do STJ), conforme julgado abaixo: EMENTA: APELAÇÃO CÍVEL - AÇÃO DECLARATÓRIA DE NULIDADE DE CONTRATO DE EMPRÉSTIMO CONSIGNADO, COM PEDIDOS DE INDENIZAÇÃO POR DANOS MORAIS C/C REPETIÇÃO DE INDÉBITO - DESCONTO INDEVIDO EM BENEFÍCIO PREVIDENCIÁRIO - CONTRATAÇÃO NÃO COMPROVADA - PERÍCIA GRAFOTÉCNICA - FRAUDE EM ASSINATURAS - DANOS MORAIS CARACTERIZADOS - VALOR - PROPORCIONALIDADE E RAZOABILIDADE - RESTITUIÇÃO DO INDÉBITO - IMPOSSIBILIDADE - CORREÇÃO MONETÁRIA - TERMO INICIAL. - Conforme as disposições do Código de Defesa do Consumidor, é objetiva a responsabilidade do fornecedor pelos danos decorrentes do vício de seus produtos e da falha na prestação dos seus serviços. - Recai sobre o credor o ônus de comprovar a origem e a regularidade da dívida reputada como inexistente pelo devedor. - Constatado por prova pericial que a assinatura em contrato referente a empréstimo consignado não foi aposta pela autora, reconhece-se a inexistência de relação jurídica. - É devida a reparação por dano moral diante de descontos indevidos consignados em benefício previdenciário, examinadas as circunstâncias fáticas. - A indenização por dano moral deve ser fixada em valor suficiente para reparar o dano, como se verifica do artigo 944, caput, do Código Civil/2002. - Segundo a tese firmada pela Corte Especial do STJ, "A restituição em dobro do indébito (parágrafo único do artigo 42 do CDC) independe da natureza do elemento volitivo do fornecedor que realizou a cobrança indevida, revelando-se cabível quando a referida cobrança consubstanciar conduta contrária à boa-fé objetiva". (EAREsp 676.608/RS). - Em relação ao dano material, a correção monetária incide desde o desembolso e juros de mora a partir do evento danoso, nos termos da Súmula nº 43 do STJ. (TJMG - Apelação Cível 1.0000.21.067723-3/002, Relator(a): Des.(a) Fabiano Rubinger de Queiroz , 10ª CÂMARA CÍVEL, julgamento em 12/11/2024, publicação da súmula em 18/11/2024) Diante do exposto, e com fundamento nos elementos fáticos e jurídicos apresentados, conheço do recurso, por ser próprio e tempestivo, e dou-lhe parcial provimento para: (i) determinar a restituição em dobro dos valores cobrados indevidamente; (ii) fixar que, quanto aos danos materiais, a correção monetária incida a partir da data do efetivo prejuízo, enquanto os juros moratórios devem ser contados desde o evento danoso, nos termos do artigo 398 do Código Civil e da Súmula 54 do STJ.

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	        É o voto. Fortaleza-CE, data e hora indicadas pelo sistema. Desembargador Marcos William Leite de Oliveira Relator

Processo	0259189-40.2024.8.06.0001
Número de ordem	40
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Material
Polo ativo	MARIA LUCIA MOREIRA
Advogado(s) - Polo ativo	JESSICA JENIFER DE OLIVEIRA ALVES - (CE49571-A) EMELLY ALVES BEZERRA - (CE37177-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	WILSON SALES BELCHIOR - (CE17314-A)
Terceiros	SIDNEI LEME DA SILVA

Processo	0259189-40.2024.8.06.0001
Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center">

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	0mFzi6+Z8++rKysGTNmREWZ7lRl/P+2hjzvF/4e8egjly5fmTfvvRGjRnRs0w6YsRXffvXA6q1Tvp5Z0UenwqXO1xvQABkHCmmiZ/74ziudRulp5umlrwE7icmokqS+IA0dn6WKlAyO1YyPG/jVz5+QUTS0LCReWPjRp02apM+aNRPcjND8H8LiVmvVssWc2bOWfPrVpTNXxj4zGrqpI8Y81KdXl1GTnj9oLcDbJwB/CJrqyJMloCumtmvWZ0/B8SJHzROd+y3P3YfhnILJOE4ByAU6RXbJhqPO5c+/99hTj6ta5dO1i9dXrFz+9DNj2tx0QG990ddfbA38nRtAY1OapqdNf+XAgcMzZ86aPHlibGws1P8Hfvv1/VkfzP51pTSgEUCFfSIK6yighgyMWvmGIEstUpoCjIT/QZOSwCTRiIMrnv6Vqat/WB+fmoS+JA3DV65c7XQ6F324CEWQ/ymQ2yAnYze8XEQOy4COXL9+93Tp0nnO7PcGDxo4YFA/UZTfnvtW9909hs+ZELg3FrOwKi8SBFnpqFZNBCDoK64yimZEgcdoEpU47i2bmvHQ4u0fKejQPeB0eRcuXDjsvsHPPDMm8kEN/kVnDY9FhMZwrabRYNB9uHj+ujXr5y9Y/NrrUxUg9xt8b2XLrPsnjz5mdWAtdHIoRANWhjY31D2AkGSRYhSRxwwHKta+sHjoEw+HhBBHc3t27zmelTXr7bfMN0P74A73JN9Ouyty8c8PkfMy+vHSkoq335gx/oVxTTOa6JPMRzf+Nn78xGUn9oMesYJPwhQCRyU8YcCRolu2Hak69/mOpPZNZFmGQCxa9FFiYvzsd2f9bx/RUO2ufM/E/7c1Sk5YuOj9+QsXt2je4pGHh4lq+LsVXzeZPe/NQz/ivePlYAiqWcWKgxKh0xXu+Jb9hB2VONTUVEM/66WXJmZmpt+9r0G81e46FrcyOARBzHzrjTVr1n/08WdTX3tZFEJvzJ7JLjS+cuQTcE8yXBigFHTNNfy+YSdmRgcYQv9i79698+bNNRgMd+e7PP+13XUsbspz/XyOHv346dNnZsyYOWfObMimU96YEpaCb+b8CJqaWlzCszbukY2oeGHr1u1lZcWzZtWvi5uFs3e3/U1rJNIiRlHHjh3s9tj33ntv+vTpOK574+0ZFyeWrNu588iWE5IZnY227PsVRqMBGq9/Z9/A34+F9hs0apQ4deprs2fPgUuAIKjv5i+eePZJWxLaFP798uVxcXFDH7j/1tnCf1v3/lYs8PovQUDXUVHmGTOmffjholmz3hEA3v2envDJrdt+Mej1EAhw15TFv2l/Kxb/0qKjYx599NFPPvnk1Vdf4/lwYVHJ9eu5b0yfikpt1P9wRtrdaP9NLOCSadmy5fnzFy9cuNimTesVK1Yu1L4NQG64ryy7o/bfxCLSRo8eNWfO+85a9yhtSx/QvsrkLn0j9r9v/00sbvHikCGDV/+w5vMvPr4Vj/k7KfNW++/LBVwrbdu2tr/+SuRBA36n3522/we/9pD2DavOCwAAAABJRU5ErkJggg==" alt="" /> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA <h1 class="western" style="margin-right: -1.04cm; text-indent: -1cm; break-after: avoid; text-align: center;"> GABINETE DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA </h1> Processo: 0259189-40.2024.8.06.0001 APELANTE: MARIA LUCIA MOREIRA APELADO: BANCO DO BRASIL SA Ementa: DIREITO CIVIL E PROCESSUAL CIVIL. RECURSO DE APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS. DIFERENÇA DE VALORES NA CONTA VINCULADA AO PASEP. PRESCRIÇÃO INOCORRENTE. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CIÊNCIA INEQUÍVOCA DA OCORRÊNCIA DA IRREGULARIDADE NA SUA CONTA VINCULADA AO PASEP (TEMA Nº 1.150), QUANDO DO RECEBIMENTO DO EXTRATO OU DAS MICROFILMAGENS. RETORNO DOS AUTOS À VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO. RECURSO CONHECIDO E PROVIDO. SENTENÇA CASSADA. I. CASO EM EXAME <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color:

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	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Trata-se de Apelação Cível contra sentença proferida pelo Juízo da 25ª Vara Cível da Comarca de Fortaleza que, nos autos da Ação de Indenização por Danos Materiais e Morais, julgou a ação improcedente, por reconhecer a ocorrência da prescrição da pretensão autoral. II. QUESTÃO EM DISCUSSÃO <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A controvérsia recursal centra-se em analisar se está configurada a prescrição da ação proposta para discutir a suposta irregularidade na gestão e atualização monetária dos valores depositados a título de PASEP. III. RAZÕES DE DECIDIR <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">matéria em discussão foi apreciada pelo Superior Tribunal de Justiça, que afetou ao rito dos recursos repetitivos o Tema nº 1.150, uniformizando a interpretação da legislação infraconstitucional por meio das seguintes teses: i) O Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidos pelo Conselho Diretor do referido programa; ii) A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e iii) O termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A <span style="color: #000000; background-color:

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	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">fluência do prazo prescricional de dez anos para a parte exercer a pretensão condenatória começa a partir da data em que se tem conhecimento da lesão, pois, de acordo com o princípio da actio nata, o direito de pleitear a indenização surge quando a lesão e suas consequências são constatadas. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> No caso em análise, verifica-se que o saque do PASEP pela parte promovente ocorreu em 27/06/2005, momento em que o Juízo a quo considerou que a parte tomou conhecimento do saldo de sua conta individual do PASEP, surgindo, a partir dessa data, a pretensão para questionar possíveis inconsistências e desvios. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Todavia, o precedente vinculante mencionado firmou o entendimento de que o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao PASEP. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Assim,

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	o entendimento mais correto é que o termo inicial da contagem do prazo prescricional da pretensão autoral se dá quando do recebimento do extrato ou das microfilmagens da sua conta. Em exame ao caderno processual, tem-se que a autora requereu os extratos em 30/07/2024 dias antes do ajuizamento da ação (09/08/2024), de modo que não há que se falar em prescrição. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A sentença merece, portanto, ser cassada, em vista da falta de decurso do prazo prescricional decenal. Por fim, é necessário ressaltar que não é o caso de aplicar aqui a teoria da causa madura, uma vez haver necessidade de dilação probatória. IV. DISPOSITIVO <span style="background-color: transparent; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline; white-space-collapse: preserve;"> <span style="background-color: transparent; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline; white-space-collapse: preserve;">Recurso <span style="background-color: transparent; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline; white-space-collapse: preserve;">conhecido e provido. Sentença cassada. <span style="background-color: transparent; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline; white-space-collapse: preserve;"> <p

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	style="margin-left: 4cm; margin-top: 0.11cm; margin-bottom: 0.11cm; line-height: 100%; orphans: 2; widows: 2" align="justify"> ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, pelo conhecimento e provimento do apelo, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. Presidente do Órgão Julgador RELATÓRIO Trata-se de apelação cível interposta por Maria Lúcia Moreira contra sentença proferida pelo Juízo da 25ª Vara Cível da Comarca de Fortaleza que, nos autos da ação ordinária de indenização por danos materiais e morais movida pela recorrente em desfavor do Banco do Brasil S/A, julgou a ação improcedente, resolvendo o mérito nos termos do Art. 487, II do CPC, em razão da prescrição da pretensão autoral (id 19398503). Em suas razões recursais, a recorrente sustenta, em suma, que não restou configurada a prescrição, pois somente quando do recebimento dos extratos de forma completa, é que se passa a contar o prazo prescricional, pois é nesse instante que a autora teve ciência

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	dos valores constante em sua conta, nascendo aí o direito de questionar eventuais erros em seu saldo. Pugna pelo provimento do recurso, suplicando a anulação da sentença, determinando-se o retorno dos autos à primeira instância para seu regular processamento. Contrarrazões (id 19398511). É o relatório. VOTO Conheço do recurso, eis que presentes os pressupostos de admissibilidade. Cinge-se a controvérsia recursal em aferir se resta configurada a prescrição da ação proposta para discutir a suposta irregularidade na gestão e atualização monetária dos valores depositados a título de PASEP. Pertinente transcrever a fundamentação da sentença objurgada, na parte que reconheceu a prescrição. Pois bem. A matéria em discussão foi objeto de apreciação pelo Superior Tribunal de Justiça, quando afetou ao rito dos recursos repetitivos o Tema nº 1.150, tendo o Tribunal da Cidadania uniformizado a interpretação da legislação infraconstitucional por meio das teses abaixo destacadas: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e iii) o termo inicial para a contagem do prazo

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	prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. [Grifei]. Com efeito, a fluência do prazo prescricional de dez anos para a parte exercer a pretensão condenatória começa a partir da data em que se tem conhecimento da lesão. Sendo assim, de acordo com o princípio da actio nata, o direito de pleitear a indenização surge quando a lesão e suas consequências são constatadas. No caso em análise, verifica-se que o saldo da conta vinculada ao PASEP foi disponibilizado para pagamento à parte autora em 27/06/2005, data em que ela tomou conhecimento do valor disponível para saque, momento em que o Juízo a quo considerou que ela tomou conhecimento do saldo de sua conta individual do PASEP, surgindo, a partir dessa data, a pretensão para questionar possíveis inconsistências e desvios. Todavia, o precedente vinculante mencionado firmou o entendimento de que o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. Assim, o entendimento mais escorreito é no sentido de que o termo inicial da contagem do prazo prescricional da pretensão autoral se dá quando do recebimento do extrato ou das microfilmagens da sua conta. Em exame ao caderno processual, tem-se que a autora recebeu o extrato em 30/07/2024 (id 19398157), dias antes do ajuizamento da ação (09/08/2024), de modo que não há que se falar em prescrição. Em casos análogos, para fins persuasivos, colaciono precedentes deste egrégio Tribunal de Justiça: Direito Civil e Processual Civil. Recurso de Apelação Cível. Ação de Indenização por danos materiais e morais. Diferença de valores na conta vinculada ao pasep. prescrição inocorrente. princípio da actio nata. prazo que flui a partir do momento em que a parte toma ciência inequívoca da ocorrência da irregularidade na sua conta vinculada do pasep (tema nº 1.150), quando do recebimento do extrato ou das microfilmagens. retorno dos autos à vara de origem para o devido processamento e julgamento do litígio. recurso conhecido e provido. sentença cassada. I. Caso em exame 1. Trata-se de Apelação Cível adversando sentença proferida pelo Juízo da 18ª Vara Cível da Comarca de Fortaleza que, nos autos da Ação de indenização por danos materiais e morais, julgou a ação improcedente, por reconhecer a ocorrência da prescrição da pretensão autoral. II. Questão em discussão 2. Cinge-se a controvérsia recursal em analisar se resta configurada a prescrição da ação proposta para discutir a suposta irregularidade na gestão e atualização monetária dos valores depositados a título de PASEP. III. Razões de decidir 3. A matéria em discussão foi objeto de apreciação pelo Superior Tribunal de Justiça, quando afetou ao rito dos recursos repetitivos o Tema nº 1.150, tendo o Tribunal da Cidadania uniformizado a interpretação da legislação infraconstitucional por meio das teses abaixo destacadas: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques

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	indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 4. A fluência do prazo prescricional de dez anos para a parte exercer a pretensão condenatória começa a partir da data em que se tem conhecimento da lesão, pois, de acordo com o princípio da actio nata, o direito de pleitear a indenização surge quando a lesão e suas consequências são constatadas. 5. No caso em análise, verifica-se que o saque do PASEP pela parte promovente ocorreu em 05/04/2004 (fl. 170), momento em que o Juízo a quo considerou que a parte tomou conhecimento do saldo de sua conta individual do PASEP, surgindo, a partir dessa data, a pretensão para questionar possíveis inconsistências e desvios. 6. Todavia, o precedente vinculante mencionado firmou o entendimento de que o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao PASEP. 7. Assim, o entendimento mais escorreito é no sentido de que o termo inicial da contagem do prazo prescricional da pretensão autoral se dá quando do recebimento do extrato ou das microfilmagens da sua conta. Em exame ao caderno processual, tem-se que a autora requereu os extratos em 13/08/2021 (fl. 22), os tendo recebido em 10/09/2021 (fls. 23/41), cerca de 7 (sete) meses antes do ajuizamento da ação (28/04/2022), de modo que não há que se falar em prescrição. 8. A sentença merece, portanto, ser cassada, em vista da falta de decurso do prazo prescricional decenal. Por fim, é necessário ressaltar que não é o caso de aplicar aqui a teoria da causa madura, uma vez haver necessidade de dilação probatória. IV. Dispositivo 9. Recurso conhecido e provido. Sentença cassada. ACÓRDÃO Vistos, relatados e discutidos estes autos, acordam os membros da Primeira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade de votos, em conhecer do recurso para DAR-LHE PROVIMENTO, nos termos do voto do Desembargador Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (Apelação Cível - 0232048-17.2022.8.06.0001, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 22/01/2025, data da publicação: 22/01/2025) PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS E MORAIS. DESFALQUES EM CONTA VINCULADA AO PASEP. PRESCRIÇÃO DA PRETENSÃO AUTORAL. INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DA CIÊNCIA INEQUÍVOCA DOS DESFALQUES. RECURSO PROVIDO. SENTENÇA ANULADA. I. CASO EM EXAME 1. Trata-se de Apelação Cível interposta contra a sentença proferida pelo Juízo da 37ª Vara Cível da Comarca de Fortaleza, que, nos autos da Ação Ordinária de Indenização por Danos Materiais e Morais, reconheceu a ocorrência da prescrição e julgou liminarmente improcedente a ação. II. QUESTÃO EM DISCUSSÃO 2. A questão em discussão consiste em analisar se merece reforma a sentença que julgou liminarmente improcedentes os pedidos autorais, sob o fundamento de que a demanda estaria prescrita. III. RAZÕES DE DECIDIR 3. A matéria tratada nestes autos foi objeto de apreciação pelo Superior Tribunal de Justiça, quando afetou ao rito dos recursos repetitivos o tema nº 1.150, tendo o Tribunal da Cidadania uniformizado a interpretação da legislação infraconstitucional por meio das teses a seguir destacadas: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil;e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. 4. Assim, conclui-se que o termo inicial para contagem do prazo prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, neste caso, somente pode ser aferido a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. 5. Nesse sentido,

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	diversamente do alegado pelo juízo singular, que estabeleceu a data do último saque efetivamente realizado como marco inicial para o prazo prescricional (06/12/2012), entendo que o lapso temporal da prescrição iniciou somente quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 27 de outubro de 2023, não fulminando o direito de ação, uma vez que exercido em 12 de julho de 2024, portanto, não há que se falar em prescrição. Dessa forma, a sentença não deve prosperar. IV. DISPOSITIVO 6. Recurso provido. Sentença anulada. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer do recurso interposto, para, no mérito, dar-lhe provimento, no sentido de anular a sentença recorrida, nos termos do voto do Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (Apelação Cível - 0250725-27.2024.8.06.0001, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 22/01/2025, data da publicação: 22/01/2025) A sentença merece, portanto, ser cassada, em vista da falta de decurso do prazo prescricional. Por fim, é necessário ressaltar que não é o caso de aplicar aqui a teoria da causa madura, uma vez haver necessidade de dilação probatória. Diante do exposto, conheço do recurso para DAR-LHE PROVIMENTO, a fim de cassar a sentença recorrida, determinando o retorno do processo ao Juízo de primeiro grau para o regular processamento da demanda. É o voto. Fortaleza-CE, data e hora indicados pelo sistema. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator

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Número de ordem	41
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	EVENEUDO PROCOPIO DA SILVA
Advogado(s) - Polo ativo	BRUNO MEDEIROS DURAO - (RJ152121-A) ADRIANO SANTOS DE ALMEIDA - (RJ237726-A)
Polo passivo	BANCO VOTORANTIM S.A.
Advogado(s) - Polo passivo	CRISTIANE BELINATI GARCIA LOPES - (CE23649-A)
Terceiros	Não informado

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Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center">

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	0mFzi6+Z8++rKysGTNmREWZ7lRl/P+2hjzvF/4e8egjly5fmTfvvRGjRnRs0w6YsRXffvXA6q1Tvp5Z0UenwqXO1xvQABkHCmmiZ/74ziudRulp5umlrwE7icmokqS+IA0dn6WKlAyO1YyPG/jVz5+QUTS0LCReWPjRp02apM+aNRPcjND8H8LiVmvVssWc2bOWfPrVpTNXxj4zGrqpI8Y81KdXl1GTnj9oLcDbJwB/CJrqyJMloCumtmvWZ0/B8SJHzROd+y3P3YfhnILJOE4ByAU6RXbJhqPO5c+/99hTj6ta5dO1i9dXrFz+9DNj2tx0QG990ddfbA38nRtAY1OapqdNf+XAgcMzZ86aPHlibGws1P8Hfvv1/VkfzP51pTSgEUCFfSIK6yighgyMWvmGIEstUpoCjIT/QZOSwCTRiIMrnv6Vqat/WB+fmoS+JA3DV65c7XQ6F324CEWQ/ymQ2yAnYze8XEQOy4COXL9+93Tp0nnO7PcGDxo4YFA/UZTfnvtW9909hs+ZELg3FrOwKi8SBFnpqFZNBCDoK64yimZEgcdoEpU47i2bmvHQ4u0fKejQPeB0eRcuXDjsvsHPPDMm8kEN/kVnDY9FhMZwrabRYNB9uHj+ujXr5y9Y/NrrUxUg9xt8b2XLrPsnjz5mdWAtdHIoRANWhjY31D2AkGSRYhSRxwwHKta+sHjoEw+HhBBHc3t27zmelTXr7bfMN0P74A73JN9Ouyty8c8PkfMy+vHSkoq335gx/oVxTTOa6JPMRzf+Nn78xGUn9oMesYJPwhQCRyU8YcCRolu2Hak69/mOpPZNZFmGQCxa9FFiYvzsd2f9bx/RUO2ufM/E/7c1Sk5YuOj9+QsXt2je4pGHh4lq+LsVXzeZPe/NQz/ivePlYAiqWcWKgxKh0xXu+Jb9hB2VONTUVEM/66WXJmZmpt+9r0G81e46FrcyOARBzHzrjTVr1n/08WdTX3tZFEJvzJ7JLjS+cuQTcE8yXBigFHTNNfy+YSdmRgcYQv9i79698+bNNRgMd+e7PP+13XUsbspz/XyOHv346dNnZsyYOWfObMimU96YEpaCb+b8CJqaWlzCszbukY2oeGHr1u1lZcWzZtWvi5uFs3e3/U1rJNIiRlHHjh3s9tj33ntv+vTpOK574+0ZFyeWrNu588iWE5IZnY227PsVRqMBGq9/Z9/A34+F9hs0apQ4deprs2fPgUuAIKjv5i+eePZJWxLaFP798uVxcXFDH7j/1tnCf1v3/lYs8PovQUDXUVHmGTOmffjholmz3hEA3v2envDJrdt+Mej1EAhw15TFv2l/Kxb/0qKjYx599NFPPvnk1Vdf4/lwYVHJ9eu5b0yfikpt1P9wRtrdaP9NLOCSadmy5fnzFy9cuNimTesVK1Yu1L4NQG64ryy7o/bfxCLSRo8eNWfO+85a9yhtSx/QvsrkLn0j9r9v/00sbvHikCGDV/+w5vMvPr4Vj/k7KfNW++/LBVwrbdu2tr/+SuRBA36n3522/we/9pD2DavOCwAAAABJRU5ErkJggg==" alt="" /> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA <h1 class="western" style="margin-right: -1.04cm; text-indent: -1cm; break-after: avoid; text-align: center;"> GABINETE DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA </h1> Processo: 0200359-35.2023.8.06.0157 APELANTE: EVENEUDO PROCOPIO DA SILVA APELADO: BANCO VOTORANTIM S.A. Ementa: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. EXTINÇÃO SEM RESOLUÇÃO DE MÉRITO. ACORDO EXTRAJUDICIAL. INEXISTÊNCIA DE RELAÇÃO PROCESSUAL COMPLETA. GRATUIDADE DE JUSTIÇA DEFERIDA. HONORÁRIOS SUCUMBENCIAIS INDEVIDOS. PARCIAL PROVIMENTO. I. CASO EM EXAME <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> <p style="line-

Processo	0200359-35.2023.8.06.0157
	height: 1.2; text-align: justify; margin-top: 12pt; margin-bottom: 12pt;" dir="ltr"> Apelação cível interposta contra sentença que extinguiu ação de busca e apreensão em alienação fiduciária, sem resolução do mérito, em razão do pagamento da dívida pelo requerido, nos termos do art. 485, III, do CPC. O apelante requer a concessão da gratuidade de justiça e a condenação da parte autora ao pagamento de honorários sucumbenciais. II. QUESTÃO EM DISCUSSÃO <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Há duas questões em discussão: (i) saber se é cabível a concessão da gratuidade de justiça na fase recursal, mediante declaração de hipossuficiência; e (ii) saber se é devida a condenação da instituição financeira em honorários sucumbenciais, na hipótese de extinção do processo sem resolução de mérito, por ausência de relação processual regular. III. RAZÕES DE DECIDIR <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> O pedido de gratuidade de justiça formulado em grau recursal é admissível, conforme art. 99, § 1º, do CPC. Ausente prova em sentido contrário, presume-se verdadeira a alegação de hipossuficiência apresentada pelo apelante. Deferimento do benefício. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A citação na ação de busca e apreensão regulada pelo Decreto-Lei nº 911/1969 apenas se aperfeiçoa com a execução da liminar, sendo esse o marco inicial para apresentação de defesa pelo devedor, conforme art. 3º, § 3º, do referido diploma. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Não havendo execução da liminar nem formação completa da relação processual, é incabível a fixação de honorários sucumbenciais, conforme reiterada jurisprudência do TJCE e entendimento firmado no Tema Repetitivo nº 1.040 do STJ. <span style="color: #000000; background-color: transparent; font-weight:

Processo	0200359-35.2023.8.06.0157
	400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> IV. DISPOSITIVO E TESE <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Recurso conhecido e parcialmente provido, apenas para conceder a gratuidade de justiça ao apelante. Sentença mantida quanto à ausência de condenação em honorários advocatícios. Tese de julgamento: “1. A gratuidade de justiça pode ser requerida em sede recursal e deve ser concedida quando presente a declaração de hipossuficiência, salvo prova em contrário. 2. Na ação de busca e apreensão regulada pelo Decreto-Lei nº 911/1969, sem execução da liminar e formação da relação processual, é incabível a condenação em honorários sucumbenciais.” <hr /> Dispositivos relevantes citados: CF/1988, art. 5º, LXXIV; CPC, arts. 98, 99, § 1º, e 485, III; Decreto-Lei nº 911/1969, art. 3º, § 3º. <span style="background-color: transparent; font-style: italic; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline; white-space-collapse: preserve;">Jurisprudência relevante citada: <span style="background-color: transparent; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline; white-space-collapse: preserve;">STJ, Tema Repetitivo nº 1.040; TJCE, Apelação Cível 0054491- <span style="background-color: transparent; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline; white-space-collapse: preserve;"> 82.2021.8.06.0064, Rel. Des. Francisco Bezerra Cavalcante, 4ª Câmara Direito Privado, j. <span style="background-color: transparent; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; vertical-align: baseline;

Processo	0200359-35.2023.8.06.0157
	white-space-collapse: preserve;"> 20.08.2024. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, pelo conhecimento e parcial provimento do recurso da parte ré, nos termos do voto do relator. Fortaleza, data e hora da assinatura digital. Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator RELATÓRIO <p style="line-height: 1.2; text-align: center; margin-top: 2pt; margin-bottom:

Processo	0200359-35.2023.8.06.0157
	0pt;" dir="ltr"> Trata-se de apelação interposta por Eveneudo Procópio da Silva contra sentença da Vara Única da Comarca de Reriutaba, que extinguiu a Ação de Busca e Apreensão em Alienação Fiduciária sem julgamento do mérito, devido à falta de pressupostos para a constituição e desenvolvimento regular do processo, conforme o art. 485, IV, do CPC. A sentença, cujo teor é o seguinte: “ III. Dispositivo Ante o exposto, extingo o processo ante ao reconhecimento e pagamento da dívida pelo requerido. Em consequência, EXTINGO o processo, COM RESOLUÇÃO DO MÉRITO, com fundamento no art. 485, inciso III, "a", do Código de Processo Civil. À secretaria para que recolha o mandado de busca e apreensão e retire eventual restrição virtual ao veículo. Custas já satisfeitas, sem condenação em honorários. Registre-se. Publique-se. Intimem-se. Arquive-se.” Irresignada, a parte ré protocolizou apelo (id 18404879), suplicando a gratuidade judiciária, assim como que a instituição financeira seja condenada ao pagamento de honorários sucumbenciais. Contrarrazões (id 18404883). É o relatório. Decido. <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: normal;

Processo	0200359-35.2023.8.06.0157
	font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> VOTO Verifico que estão presentes os pressupostos de admissibilidade, razão pela qual conheço do recurso e passo à análise do mérito. Analisando os autos, observa-se que o apelante busca a reforma da sentença que extinguiu o feito sem resolução do mérito, sem condenação em honorários. Com relação ao pedido de concessão da gratuidade judiciária, a parte apelante afirma que não tem condições de arcar com as despesas processuais sem comprometer seu próprio sustento e, por isso, solicita a concessão do benefício da gratuidade de justiça. Tendo em vista que é possível solicitar a gratuidade de justiça na fase recursal (art. 99 do CPC), passo a analisar o mérito do pedido. Este Relator já se manifestou em diversos casos semelhantes sobre a concessão do benefício, com base na declaração de hipossuficiência apresentada, o que foi atendido no presente caso. O artigo 98 do Código de Processo Civil estabelece que “a pessoa natural ou jurídica, brasileira ou estrangeira, com insuficiência de recursos para pagar as custas, as despesas processuais e os honorários advocatícios tem direito à gratuidade da justiça, na forma da lei.” Além disso, cabe ao juiz conceder ou negar a gratuidade de justiça, com base nos elementos presentes nos autos que comprovem a ausência dos pressupostos legais para sua concessão. Antes de decidir negativamente, o juiz deve oportunizar ao requerente um prazo para demonstrar o preenchimento dos requisitos exigidos (art. 99, § 2º). <p style="line-height: 1.7999999999999998; text-indent:

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	70.86614173228347pt; text-align: justify; margin-top: 12pt; margin-bottom: 0pt;" dir="ltr"> Embora a gratuidade de justiça não seja um direito absoluto, uma vez que a declaração de hipossuficiência é uma presunção juris tantum , o magistrado pode exigir prova adicional se tiver razões fundadas para acreditar que o requerente não está em situação de miserabilidade. No presente caso, não há elementos suficientes para refutar a presunção de hipossuficiência em favor do requerente. Assim, o deferimento do pedido de gratuidade de justiça é a medida que se impõe. No que pertine ao pedido do réu na condenação da instituição financeira em honorários sucumbenciais, não merece reparo a peça processual guerreada. Explico: A controvérsia centra-se na revisão de uma sentença que extinguiu o processo sem resolução do mérito, com base no fato de que as partes firmaram acordo extrajudicial. Isso configurou a ausência de pressupostos para a constituição e o desenvolvimento válido e regular do processo, conforme o Art. 485, III, do CPC. O réu fundamenta seu recurso alegando que a parte autora deve ser condenada ao pagamento de honorários sucumbenciais, devido ao seu comparecimento espontâneo nos autos e à apresentação de contestação. Neste contexto, é importante observar que a Ação de Busca e Apreensão segue um rito específico. De acordo com o art. 3º, § 3º, do Decreto-Lei 911/69, que regula a matéria, a citação só se completa quando a liminar é não apenas deferida, mas também executada. O prazo para a apresentação de resposta pelo devedor fiduciante é de 15 dias a partir da execução da liminar, conforme segue: “ Art. 3º O proprietário fiduciário ou credor poderá, desde que comprovada a mora, na forma estabelecida pelo § 2º do art. 2º, ou o inadimplemento, requerer contra o devedor ou terceiro a busca e apreensão do bem alienado fiduciariamente, a qual será concedida liminarmente, podendo ser apreciada em plantão judiciário. <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: italic;

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	font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> (...) § 3º O devedor fiduciante apresentará resposta no prazo de quinze dias da execução da liminar.” Portanto, mesmo com o comparecimento espontâneo do réu, a relação processual não se completa sem a execução da liminar e o cumprimento dos prazos estipulados. Vejamos o entendimento desta Corte: CIVIL E PROCESSUAL CIVIL. APELAÇÕES RECÍPROCAS. AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. VEÍCULO NÃO LOCALIZADO. INTIMAÇÃO REGULAR DA PARTE AUTORA NA PESSOA DA ADVOGADA INDICADA NOS AUTOS. INTIMAÇÃO PESSOAL DO AUTOR. DESNECESSIDADE. SENTENÇA DE EXTINÇÃO SEM RESOLUÇÃO DO MÉRITO, NOS TERMOS DO ART. 485, IV, DO CPC. AUSÊNCIA DE PRESSUPOSTOS DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. INÉRCIA DA PARTE AUTORA TRANSCURSO IN ALBIS DO RESPECTIVO PRAZO. PRECEDENTES DO TJ/CE. COMPARECIMENTO ESPONTÂNEO DO RÉU. CITAÇÃO QUE SOMENTE SE PERFAZ APÓS CUMPRIMENTO DO MANDADO DE BUSCA E APREENSÃO. INTELIGÊNCIA DO ART. 3°, § 3° DO DECRETO-LEI N° 911/1969. HONORÁRIOS ADVOCATÍCIOS. INDEVIDOS. RECURSOS CONHECIDOS E DESPROVIDOS. SENTENÇA MANTIDA. I. Tratam-se de Recursos de Apelação recíprocos interpostos por Flavia Adryelle Da Silva Pereira e Banco Hyundai Capital Brasil S/A em face da sentença proferida pelo MM. Juízo da 01ª Vara Cível da Comarca de Caucaia/CE que julgou extinta sem resolução do mérito, com supedâneo no art. 485, inciso IV do CPC/15 a presente Ação de Busca e Apreensão em Alienação Fiduciária. II. Frustrada a diligência realizada por oficial de justiça para a apreensão do bem, face à constatação de que o veículo não se encontrava no endereço do réu. III. Em que pese tenha sido devidamente intimado para declinar a atual localização do bem, ou pleitear a conversão da Ação de Busca e Apreensão em Execução, o autor quedou-se inerte, tendo deixado transcorrer in albis o prazo que lhe fora concedido. IV. Diversamente da conclusão do autor/recorrente, in casu o fundamento adotado pelo julgador singular para julgar o feito extinto sem resolução do mérito consistiu na ausência de pressuposto para constituição e desenvolvimento regular e válido do processo, na forma do art. 485, inciso IV do CPC. Nesta hipótese, a lei processual não exige a prévia intimação pessoal do autor da ação, mormente quando a parte se encontra devidamente representada nos autos por procurador judicial habilitado, que fora devidamente intimado dos atos processuais que lhe competiam. V. Dessa forma, verificando-se a negligência da parte autora, ora apelante, no cumprimento da determinação de informar o atual paradeiro do veículo ou mesmo de optar pela conversão do feito em ação executiva, conclui-se pelo acerto da sentença vergastada ao extinguir o feito sem resolução do mérito, na forma do art. 485, IV, do CPC. VI. No que se refere ao comparecimento espontâneo do réu e o pleito de fixação de honorários sucumbenciais, é necessário destacar que a Ação de Busca e Apreensão possui um rito próprio, e, no caso específico desse procedimento, a citação somente se perfaz quando a liminar não é apenas deferida, mas executada, conforme dispõe o art. 3º, §3º, do Decreto-Lei 911/69, o qual rege a matéria, e estabelece prazo para apresentação de resposta pelo devedor fiduciante que é de 15 dias, contados da execução da liminar. VII. Busca o Requerido, assim, ver reformada a conclusão tomada pelo juízo singular que determinou que cada parte ficaria responsável pelos honorários devidos aos respectivos causídicos, pela extinção sem resolução de mérito da ação de busca e apreensão por ele propugnada, tendo em vista a apresentação de contestação nos autos. Ocorre que, o fato de não ter sido formulada relação processual obsta a fixação de honorários de sucumbência de modo diverso. VIII. Com efeito, razão não assiste ao

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	Requerido, ora apelante. Sem a perfectibilização da relação processual, como na hipótese, não há de se falar em condenação em honorários sucumbenciais, razão pela qual não acolho a referida pretensão recursal. IX. Apelos conhecidos e desprovidos. Sentença mantida. ACÓRDÃO Vistos, relatados e discutidos os presentes autos, em que figuram as partes acima referidas. Acordam os Senhores Desembargadores da 4ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, conhecer de ambos os recursos apresentados para NEGAR-LHES PROVIMENTO, tudo nos termos do voto do Eminente Desembargador Relator, observadas as disposições de ofício. Fortaleza/CE, 20 de agosto de 2024. DESEMBARGADOR FRANCISCO BEZERRA CAVALCANTE Relator (Apelação Cível - 0054491-82.2021.8.06.0064, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 20/08/2024, data da publicação: 20/08/2024) Esse entendimento está consolidado nos Temas Repetitivos do STJ. De acordo com o Tema Repetitivo nº 1.040, na ação de busca e apreensão prevista no Decreto-Lei nº 911/1969, a análise da contestação deve ocorrer somente após a execução da medida liminar. Portanto, o requerido busca a reforma da decisão do juízo de primeira instância que não condenou as partes em honorários sucumbenciais. No entanto, a falta de uma relação processual completa impede a fixação de honorários de sucumbência. Com efeito, razão não assiste ao Requerido, ora apelante. Sem a perfectibilização da relação processual, como na hipótese, não há que se falar em condenação em honorários sucumbenciais, razão pela qual não acolho a referida pretensão recursal. Diante do exposto e fundamentado, conheço do recurso de apelação para dar parcial provimento ao recurso interposto pela parte ré, somente no que se refere ao deferimento da gratuidade judiciária. É como voto. Fortaleza-CE, data e hora da assinatura digital. <span style="color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration:

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	none; vertical-align: baseline; white-space: pre-wrap;"> Desembargador Marcos William Leite de Oliveira Relator <span style="font-size: 14pt; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">

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Número de ordem	42
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Efeito Suspensivo a Recurso
Polo ativo	BANCO BRADESCO S/A
Advogado(s) - Polo ativo	PAULO EDUARDO PRADO - (CE24314-A)
Polo passivo	GESSIANE SALES
Advogado(s) - Polo passivo	WESLEY PAULA ANDRADE - (GO25007-A)
Terceiros	Não informado

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Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center">

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	height: 1.8; margin-top: 12pt; margin-bottom: 12pt; text-align: justify;" dir="ltr"> Agravo de instrumento interposto por instituição financeira contra decisão que, nos autos da Ação de Reconhecimento de Superendividamento e Repactuação de Dívidas, deferiu tutela provisória para limitar os descontos em folha de pagamento ao patamar de 35% da remuneração líquida da autora, servidora pública, e para determinar a abstenção de inscrição de seu nome em cadastros de inadimplentes e protesto de títulos relacionados ao contrato objeto da lide. II. QUESTÃO EM DISCUSSÃO <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Há duas questões em discussão: (i) saber se estão presentes os requisitos legais para a concessão da tutela provisória, especialmente quanto à limitação dos descontos mensais em folha de pagamento; e (ii) saber se é legítima a fixação de multa cominatória e o prazo concedido para cumprimento da decisão. III. RAZÕES DE DECIDIR <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Estão presentes os requisitos do art. 300 do CPC para concessão da tutela provisória, ante a demonstração da condição de superendividamento da consumidora e da ultrapassagem do limite legal de 35% da remuneração líquida previsto na Lei nº 14.131/2021. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A fixação da multa cominatória é medida legítima e razoável, nos termos do art. 537 do CPC, como meio de coerção para garantir a efetividade da ordem judicial. <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> O prazo de 15 dias para cumprimento da decisão é adequado, inexistindo justificativa concreta apresentada pela agravante para sua dilatação. <span style="color: #000000; background-color: transparent; font-

Processo	3006284-91.2024.8.06.0000
	weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> A limitação de descontos tem respaldo na Lei nº 14.181/2021, que visa à proteção do mínimo existencial do consumidor e à repactuação de dívidas com base na boa-fé. IV. DISPOSITIVO E TESE <li style="list-style-type: decimal; font-size: 14pt; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 95.3858pt;" dir="ltr"> Agravo de instrumento conhecido e desprovido. Tese de julgamento: “1. É legítima a concessão de tutela provisória para limitar os descontos mensais decorrentes de empréstimos consignados ao patamar de 35% da remuneração líquida, nos termos da Lei nº 14.131/2021. 2. A multa cominatória é admissível como meio de coerção para cumprimento de ordem judicial, desde que fixada de forma proporcional e razoável.” <hr /> Dispositivos relevantes citados: CPC, arts. 300 e 537; CC, art. 421; Lei nº 14.131/2021, art. 1º; Lei nº 14.181/2021, arts. 4º e 6º. Jurisprudência relevante citada: STJ, AgInt no REsp 1.790.164/RJ, Rel. Min. Maria Isabel Gallotti, 4ª Turma, j. 14.11.2022; STJ, REsp 1.584.501/SP; TJCE, Apelação Cível nº 0202257-53.2023.8.06.0167, Rel. Des. José Ricardo Vidal Patrocínio, j. 18.09.2024. <p style="margin-left: 4cm; margin-top: 0.11cm; margin-bottom: 0.11cm; line-height: 100%; orphans: 2; widows: 2"

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	align="justify"> ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, à unanimidade, pelo conhecimento e desprovimento do agravo, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator RELATÓRIO Trata-se de Agravo de Instrumento, com pedido de tutela antecipada recursal, interposto por Banco Bradesco S.A. contra decisão proferida pelo Juízo da 2ª Vara Cível da Comarca de Fortaleza/CE, nos autos da Ação de Reconhecimento de Superendividamento e Repactuação de Dívidas, processo nº 0204190-27.2024.8.06.0167, ajuizada por Gessiane Sales. <p style="line-height: 1.7999999999999998; text-indent: 70.86614173228347pt; text-align:

Processo	3006284-91.2024.8.06.0000
	justify; margin-top: 12pt; margin-bottom: 12pt;" dir="ltr"> Na decisão agravada, o juízo de origem deferiu o pedido de tutela provisória nos seguintes termos: <p style="line-height: 1.7999999999999998; margin-left: 111.88582677165354pt; margin-right: 30pt; text-indent: -1.5pt; text-align: justify; margin-top: 12pt; margin-bottom: 12pt; padding: 0pt 0pt 0pt 1.5pt;" dir="ltr"> “Ante o exposto, DEFIRO a Tutela Provisória pleiteada para DETERMINAR que o promovido Banco Bradesco S/A passe a descontar em folha de pagamento da parte autora, referente ao contrato que mantém com esta, o valor nominal de R$ 1.059,20 (um mil e cinquenta e nove reais e vinte centavos), aplicando-se a limitação de 35% por se tratar de norma mais benéfica, tendo em vista a ótica do direito do consumidor, sob pena de multa diária por descumprimento, a qual arbitro em R$ 500,00 (quinhentos reais) por dia, limitados a 30 (trinta) dias-multa, no prazo de 15 (quinze) dias. <p style="line-height: 1.7999999999999998; margin-left: 111.88582677165354pt; margin-right: 30pt; text-indent: -1.5pt; text-align: justify; margin-top: 12pt; margin-bottom: 12pt; padding: 0pt 0pt 0pt 1.5pt;" dir="ltr"> Ademais, determino, ainda, ao requerido Banco Bradesco S/A que SE ABSTENHA DE INSCREVER o nome da autora em cadastros de negativação de crédito, bem assim de SUBMETER A PROTESTO os títulos emitidos pela parte promovente como garantia do referido empréstimo, sob pena de multa diária por descumprimento, a qual arbitro em R$ 500,00 (quinhentos reais) por dia, limitados a 30 (trinta) dias-multa.” Inconformado, o Agravante sustenta, em síntese, que não foram observados os requisitos legais para a concessão da tutela provisória, alegando que, da análise dos autos e dos argumentos trazidos pela parte autora, não se extrai a relevância dos fundamentos nem o risco de ineficácia do provimento final. Argumenta, ainda, pela inaplicabilidade da multa cominatória fixada, requerendo seu afastamento ou, subsidiariamente, a concessão de prazo maior para cumprimento da obrigação. Ao final, requer a concessão de efeito suspensivo ao recurso, a fim de manter a margem consignável até o trânsito em julgado da sentença, e, no mérito, pugna pelo provimento integral do agravo. A decisão interlocutória de ID nº 1809864 indeferiu o pedido de efeito suspensivo. As contrarrazões foram apresentadas sob ID nº 19408925. É o relatório. VOTO <strong style="font-

Processo	3006284-91.2024.8.06.0000
	weight: normal;"> Conheço do recurso, por estarem presentes os requisitos de admissibilidade. Trata-se de Agravo de Instrumento interposto por Banco Bradesco S.A., inconformado com a decisão proferida nos autos da Ação de Reconhecimento de Superendividamento e Repactuação de Dívidas ajuizada por Gessiane Sales, a qual deferiu pedido de tutela provisória para limitar os descontos em folha de pagamento ao patamar de 35% da remuneração líquida da parte autora, bem como determinou a abstenção de inscrição de seu nome em cadastros de inadimplentes e o protesto de títulos relacionados ao contrato objeto da lide. No mérito, contudo, o agravo não merece provimento. A decisão impugnada demonstrou adequada fundamentação quanto aos requisitos exigidos para a concessão da tutela de urgência, conforme disposto no art. 300 do CPC. Os documentos constantes nos autos principais revelam que a parte autora, servidora pública com rendimento líquido de R$ 3.026,31, encontra-se em situação de superendividamento, tendo contraído empréstimo consignado junto à instituição agravante, com desconto em valor superior ao permitido pelos limites legais, o qual alcançava R$ 1.210,84, ultrapassando o percentual de 35% de sua remuneração líquida — limite esse estabelecido pela Lei nº 14.131/2021 e considerado mais benéfico ao consumidor. A limitação da margem consignável tem respaldo no ordenamento jurídico e na principiologia do Direito do Consumidor, especialmente diante da boa-fé da parte autora, que, inclusive, busca a repactuação de suas dívidas conforme diretrizes da Lei nº 14.181/2021, que visa à preservação do mínimo existencial e à superação de quadro de superendividamento. A Lei nº 14.181/2021 foi promulgada com o objetivo de aperfeiçoar a disciplina do crédito ao consumidor e tratar da prevenção e do enfrentamento do superendividamento. Nos termos do art. 54-A, §1º, considera-se superendividamento a “impossibilidade manifesta de o consumidor pessoa natural, de boa-fé, pagar a totalidade de suas dívidas de consumo, exigíveis e vincendas, sem comprometer seu mínimo existencial, nos termos da regulamentação”. A legislação também prevê, em seu art. 104-A, que, a pedido do consumidor superendividado, o juiz poderá instaurar processo de repactuação de dívidas, com a realização de audiência conciliatória — presidida pelo magistrado ou por conciliador habilitado — com a presença de todos os credores. Na ocasião, o consumidor apresentará proposta de plano de pagamento, com prazo máximo de cinco anos, resguardando o mínimo existencial, bem como as garantias e as formas de pagamento originalmente pactuadas.

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	No que diz respeito à matéria ora discutida, o Superior Tribunal de Justiça, ao julgar o Tema Repetitivo nº 1.085, firmou entendimento no sentido de que são válidos os descontos referentes a empréstimos bancários comuns realizados diretamente em conta-corrente, mesmo que esta seja utilizada para recebimento de salário, desde que haja autorização prévia do mutuário e enquanto tal autorização permanecer vigente. A Corte também afastou a aplicação, por analogia, da limitação de descontos prevista no §1º do art. 1º da Lei nº 10.820/2003, que regulamenta os empréstimos consignados em folha de pagamento. No julgamento do REsp 1.863.973/SP (Rel. Min. Marco Aurélio Bellizze, DJe 15/03/2022), o STJ reiterou que o empréstimo consignado — diferentemente do empréstimo bancário comum — possui natureza própria, sendo garantido por desconto automático na folha de pagamento, o que justifica a limitação legal para proteger a subsistência do trabalhador. Já nos empréstimos comuns com desconto em conta-corrente, trata-se de cláusula contratual facultativa e revogável, refletindo a autonomia da vontade das partes. Além disso, o Tribunal destacou que, no âmbito dos empréstimos comuns, o desconto não incide diretamente sobre a remuneração, mas sobre os valores disponíveis em conta-corrente, os quais podem ter diversas origens e são livremente administrados pelo correntista. Assim, não se caracteriza qualquer forma de constrição salarial ou indevida retenção de recursos, desde que respeitado o pacto contratual firmado com o banco. Portanto, é inaplicável a analogia com a Lei nº 10.820/2003, pois não há similitude jurídica entre as situações. A tentativa de transposição das regras dos empréstimos consignados para os empréstimos bancários comuns, sob o pretexto de proteger o mínimo existencial, configura indevida intervenção judicial na esfera contratual, violando o princípio da separação dos poderes. No que tange à insurgência da parte agravante quanto ao prazo fixado para o cumprimento da tutela de urgência concedida pelo juízo de primeiro grau, bem como ao valor estipulado a título de multa cominatória, não há reparos a serem feitos, conforme se observa: No caso em apreço, o magistrado de origem concedeu a tutela de urgência pleiteada nos autos principais, determinando a limitação dos descontos relacionados ao contrato de empréstimo mencionado na exordial. Para o cumprimento da medida, fixou o prazo de 15 (quinze) dias, contados da ciência do ato intimatório, sob pena de multa diária no valor de R$ 500,00 (quinhentos reais), limitada a 30 (trinta) dias-multa. A agravante, embora alegue que o prazo estipulado seria exíguo para a suspensão dos descontos, não apresentou justificativa plausível que demonstre a necessidade de sua dilação.

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	Com efeito, em suas razões recursais, a parte recorrente não especifica quais providências internas precisariam ser adotadas, tampouco demonstra de forma concreta a impossibilidade de cumprimento da decisão dentro do prazo assinalado. Dessa forma, ausente a demonstração da probabilidade de provimento do recurso, não se justifica a concessão do efeito suspensivo quanto ao prazo fixado para o cumprimento da decisão judicial. Ressalte-se, ainda, que o artigo 537 do Código de Processo Civil confere ao magistrado poderes para compelir o cumprimento das obrigações de fazer ou não fazer mediante a aplicação de multa cominatória. O legislador conferiu ao juiz, inclusive de ofício, a faculdade de aplicar multas com a finalidade de garantir a eficácia das decisões judiciais. Nesse contexto, as astreintes funcionam como instrumento de coerção, visando estimular o cumprimento espontâneo da ordem judicial e devem ser fixadas em valores proporcionais e compatíveis com a obrigação imposta. Importa destacar que a multa somente gerará efeitos patrimoniais negativos em caso de descumprimento da ordem judicial. Por outro lado, sua revisão não deve ser realizada de forma indiscriminada, sob pena de esvaziar sua função coercitiva diante daqueles que resistem ao cumprimento das determinações judiciais. Portanto, não há que se falar, neste momento processual, em exorbitância do valor arbitrado, qual seja, R$ 500,00 (quinhentos reais) por dia de descumprimento, especialmente porque a multa está diretamente vinculada à inércia da parte agravante no cumprimento da medida judicial. Ademais, não se verifica, no presente caso, a existência de risco de dano irreparável ou de difícil reparação que justifique a concessão do efeito suspensivo, sendo certo que a multa em questão não possui natureza de coisa julgada material, podendo ser revista a qualquer tempo e instância, caso se constate a sua desproporcionalidade. A jurisprudência, inclusive, tem se orientado pela necessidade de assegurar proteção ao consumidor hipossuficiente, especialmente diante da constatação de que os descontos excessivos comprometem sua subsistência e a de sua família, ferindo frontalmente os princípios da dignidade da pessoa humana e do mínimo existencial. Tais entendimentos estão consonantes com este Egrégio TJCE: <span style="color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-

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	space: pre-wrap;"> DIREITO CIVIL E CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DE REPACTUAÇÃO DE DÍVIDAS. SUPERENDIVIDAMENTO. INAPLICABILIDADE DA LIMITAÇÃO LEGAL A EMPRÉSTIMOS COMUNS DESCONTADOS EM CONTA-CORRENTE. DECRETO Nº 11.150/22. TEMA 1.085 DO STJ. RECURSO DESPROVIDO. I. CASO EM EXAME 1. Apelação cível interposta contra sentença que julgou improcedente a ação de repactuação de dívidas ajuizada por consumidor em alegada situação de superendividamento, objetivando a limitação dos descontos mensais incidentes sobre sua remuneração líquida em razão de contratos bancários firmados com os réus. 2. A parte autora pleiteia que os valores referentes a empréstimos consignados em folha e os empréstimos pessoais com desconto em conta-corrente sejam somados para aferição do limite de 30% previsto na Lei nº 10.820/2003. II. QUESTÃO EM DISCUSSÃO 3. A questão em discussão consiste em saber se os empréstimos pessoais com desconto autorizado em conta-corrente devem ser considerados para fins de limitação de descontos mensais até o teto de 30% da remuneração recebida, nos moldes da Lei nº 10.820/2003, e se estão presentes os requisitos legais para a instauração do processo de repactuação de dívidas com fundamento na Lei nº 14.181/2021 (Lei do Superendividamento). III. RAZÕES DE DECIDIR 4. A Lei nº 10.820/2003 aplica-se exclusivamente aos empréstimos consignados em folha de pagamento. 5. O STJ, ao julgar o Tema Repetitivo nº 1.085, fixou entendimento de que é lícito o desconto de parcelas de empréstimos pessoais em conta-corrente, ainda que essa seja utilizada para recebimento de salários, desde que haja autorização do mutuário, não sendo aplicável por analogia a limitação da Lei nº 10.820/2003. 6. A Lei nº 14.181/2021 e os Decretos nº 11.150/2022 e 11.567/2023 exigem, para a caracterização do superendividamento, a demonstração de impossibilidade de pagamento das dívidas sem comprometer o mínimo existencial. 7. O Decreto nº 11.150/2022, com redação atualizada, exclui os contratos consignados e renegociados do cálculo para verificação do comprometimento do mínimo existencial. 8. No caso concreto, não restou demonstrada a condição jurídica de superendividamento da parte autora conforme os requisitos legais, tampouco a ilegalidade dos descontos autorizados em conta-corrente. IV. DISPOSITIVO E TESE 9. Apelação cível conhecida e desprovida. Tese de julgamento: 1. A limitação de descontos prevista no §1º do art. 1º da Lei nº 10.820/2003 aplica-se apenas aos empréstimos consignados em folha de pagamento. 2. Empréstimos pessoais com desconto em conta-corrente não estão sujeitos a esse limite, conforme Tema 1.085/STJ. 3. Para fins de repactuação de dívidas nos termos da Lei nº 14.181/2021, devem ser demonstrados os requisitos legais, não podendo ser incluídas dívidas consignadas ou renegociadas, conforme art. 4º do Decreto nº 11.150/2022. _____ Dispositivos relevantes citados: Lei nº 10.820/2003, art. 1º, §1º; CDC, arts. 54-A e 104-A; Decreto nº 11.150/2022, art. 4º; Decreto nº 11.567/2023, art. 3º. Jurisprudência relevante citada: STJ, REsp 1.863.973/SP (Tema Repetitivo nº 1.085), Rel. Min. Marco Aurélio Bellizze, Segunda Seção, j. 09/03/2022. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer o Recurso de Apelação, mas para negar-lhe provimento, de acordo com o voto do eminente Relator. Fortaleza, 10 de abril de 2025 CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (Apelação Cível - 0205603-12.2023.8.06.0167, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 23/04/2025, data da publicação: 23/04/2025) DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. EMPRÉSTIMO CONSIGNADO. SUPERENDIVIDAMENTO. LIMITAÇÃO DE DESCONTOS. MÍNIMO EXISTENCIAL. ANULAÇÃO DA SENTENÇA E JULGAMENTO DA CAUSA MADURA. PROCEDÊNCIA DO PEDIDO PARA LIMITAR OS DESCONTOS A 30% DA RENDA LÍQUIDA DA CONSUMIDORA. I. CASO EM EXAME. 1. Apelação cível interposta por instituição financeira contra sentença que declarou a

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	nulidade das cláusulas contratuais da Cédula de Crédito Bancário nº 261.808.105, reconhecendo a ilicitude dos descontos superiores a 30% sobre a remuneração líquida da autora no período de 05.08.2014 a 05.06.2017. A instituição apelante sustenta ausência de responsabilidade sobre a margem consignável e validade dos contratos com base na autonomia da vontade, pacta sunt servanda e ausência de coação. A autora, por sua vez, alega superendividamento decorrente de descontos simultâneos e excessivos, comprometendo mais de 66% de seus vencimentos líquidos. II. QUESTÃO EM DISCUSSÃO. 2. Há duas questões em discussão: (i) definir se é possível a limitação judicial dos descontos de empréstimos consignados com base na renda líquida do consumidor; (ii) estabelecer se a instituição financeira possui o dever de controlar a margem consignável para evitar o superendividamento. III. RAZÕES DE DECIDIR. 3. A limitação de 30% dos descontos incidentes sobre vencimentos líquidos do consumidor encontra respaldo na jurisprudência consolidada do STJ, fundada na proteção ao mínimo existencial e na natureza alimentar da verba salarial (AgInt no REsp 1.790.164/RJ). 4. O contrato em questão, embora formalizado de forma regular, ocasionou descontos simultâneos que ultrapassaram 56% da renda líquida da autora, evidenciando situação de superendividamento, nos termos da Lei nº 14.181/2021. 5. A legislação consumerista (CDC, arts. 6º, V e XI; e 51, IV) autoriza a relativização do princípio do pacta sunt servanda quando o contrato impõe desvantagem exagerada ao consumidor, especialmente em casos de desequilíbrio econômico-financeiro do contrato. 6. A responsabilidade da instituição financeira decorre do dever de realizar análise de crédito responsável, com vistas à preservação da capacidade de subsistência do consumidor, conforme previsto na Lei nº 14.181/2021. 7. A base de cálculo para aferição da margem consignável deve considerar a renda líquida, após dedução de descontos obrigatórios, conforme precedentes do STJ (REsp 1.584.501/SP). 8. Anula-se a sentença por inadequação do dispositivo, julgando-se desde logo a lide com base na teoria da causa madura, nos termos do art. 1.013, § 3º, III, do CPC. IV. DISPOSITIVO E TESE. Sentença anulada de ofício. Pedido procedente. Tese de julgamento: A limitação de descontos decorrentes de empréstimo consignado deve observar o teto de 30% da remuneração líquida do consumidor, com base na proteção do mínimo existencial. A instituição financeira tem o dever de realizar análise de crédito responsável e de verificar a margem consignável disponível no momento da contratação. É possível a revisão judicial de contrato de empréstimo consignado que comprometa percentual superior ao limite legal, com readequação do saldo devedor e elastecimento do prazo, sem alteração dos encargos contratuais. Jurisprudência relevante citada: STJ, AgInt no REsp 1.790.164/RJ, rel. Min. Maria Isabel Gallotti, 4ª Turma, j. 14.11.2022; STJ, REsp 1.584.501/SP; TJCE, Apelação Cível nº 0056148-51.2017.8.06.0112, rel. Des. Francisco Mauro Ferreira Liberato, j. 05.10.2022; TJCE, Apelação Cível nº 0202257-53.2023.8.06.0167, rel. Des. José Ricardo Vidal Patrocínio, j. 18.09.2024; TJCE, Apelação Cível nº 0005956-46.2019.8.06.0112, rel. Des. Paulo de Tarso Pires Nogueira, j. 30.10.2024. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em anular a sentença de ofício e julgar procedente a ação, nos termos do voto do Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Presidente do Órgão Julgador DESEMBARGADOR CARLOS AUGUSTO GOMES CORREIA Relator (Apelação Cível - 0097570-33.2015.8.06.0158, Rel. Desembargador(a) CARLOS AUGUSTO GOMES CORREIA, 1ª Câmara Direito Privado, data do julgamento: 09/04/2025, data da publicação: 09/04/2025) Diante de todo o exposto, VOTO pelo DESPROVIMENTO do Agravo de Instrumento, mantendo-se integralmente os termos da decisão interlocutória proferida pelo Juízo da 2ª Vara Cível da Comarca de Fortaleza/CE. <span style="color: #000000; background-color:

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	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> É como voto. Fortaleza-CE, data e hora indicadas pelo sistema. Desembargador Marcos William Leite de Oliveira Relator <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">

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Número de ordem	43
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	PASEP
Polo ativo	CARLOS GOMES MENESES
Advogado(s) - Polo ativo	TAIS SANTOS DA COSTA - (CE50137-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	DAVID SOMBRA PEIXOTO - (CE16477-A)
Terceiros	Não informado

Processo	3037915-50.2024.8.06.0001
Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center"> src="

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	serif;color:#000000;background-color:transparent;font-weight:700;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">II. QUESTÃO EM DISCUSSÃO <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">2. Discute-se se o termo inicial do prazo prescricional para pleitear ressarcimento de danos em conta vinculada ao PASEP deve ser a data do último saque ou o momento em que o titular teve ciência comprovada dos desfalques, aplicando-se o princípio da <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:italic;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">actio nata<span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">. <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:700;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">III. RAZÕES DE DECIDIR <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">3. O Superior Tribunal de Justiça, no julgamento dos Recursos Especiais repetitivos afetados pelo Tema 1150, fixou a tese de que o termo inicial do prazo prescricional para ressarcimento por danos em conta vinculada ao PASEP é a data em que o titular toma ciência comprovada dos desfalques realizados na conta individual. <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">4. A aplicação do princípio da <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:italic;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">actio nata <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">implica que o prazo prescricional começa a fluir apenas quando o direito violado e suas consequências tornam-se conhecíveis ao titular. <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">5. No caso, a ciência dos desfalques comprovados por extrato datado de 2024, comprovada por meio de microfilmagens disponibilizadas pela instituição financeira, fixa o termo inicial da prescrição, afastando o marco temporal estabelecido na sentença. <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:700;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">IV. DISPOSITIVO E TESE <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">6. Apelação cível conhecida e provida. Sentença anulada. Determinado o retorno dos autos à Vara de Origem para processamento e julgamento do mérito da causa. <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:italic;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">Tese de julgamento<span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">: "O prazo

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	prescricional para ressarcimento de danos relacionados a desfalques em conta vinculada ao PASEP é decenal, e o termo inicial é a data em que o titular do direito toma ciência comprovada da violação, aplicando-se o princípio da <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:italic;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">actio nata<span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">". ACÓRDÃO <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso de apelação cível, nos termos do voto do Relator. <span style="font-size:12pt;font-family:Arial,sans-serif;color:#000000;background-color:transparent;font-weight:400;font-style:normal;font-variant:normal;text-decoration:none;vertical-align:baseline;white-space:pre;white-space:pre-wrap;">Fortaleza/CE, data e hora da assinatura digital. Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de apelação cível interposta por <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CARLOS GOMES MENESES<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, objurgando sentença proferida pelo Juízo da 33ª Vara Cível da Comarca de Fortaleza (id. 19936955) que, nos autos de ação de indenização por danos materiais proposta em face do Banco do Brasil S/A, julgou improcedente o feito, ante o reconhecimento da prescrição da pretensão autoral, conforme se verifica em excerto de julgado abaixo transcrito: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline;

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	white-space: pre-wrap;">CARLOS GOMES MENESES, por intermédio de seus advogados, moveu a presente AÇÃO DE INDENIZAÇÃO POR DANOS MATERIAIS em face do BANCO DO BRASIL S/A, alegando que o autor, servidor público federal aposentado desde 25 de agosto de 1978, constatou, ao solicitar extratos bancários, que o saldo disponível em sua conta PASEP era de apenas R$ 945,19, valor desproporcional ao período de contribuição. O Banco do Brasil forneceu os extratos necessários para a realização de cálculos que evidenciam irregularidades, incluindo erro na correção dos valores depositados e saques indevidos, resultando em prejuízo material. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ao final, pugnou a condenação do demandado ao ressarcimento do saldo da conta do PASEP do autor e dos rendimentos indevidamente retirados na conta PASEP do autor, durante todo o período da conta, cujo valor deverá ser apurado na perícia técnica requerida. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(…) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Isto posto, RECONHEÇO a PRESCRIÇÃO do direito de ação para JULGAR LIMINARMENTE IMPROCEDENTE o pedido vindicado na exordial, o que faço com fundamento nos arts. 332, inciso II, § 1º c/c 487, inciso II e parágrafo único, todos do CPC/2015. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Condeno a parte autora ao pagamento de custas processuais, cuja cobrança ficará suspensa ante a gratuidade concedida nestes autos (art. 98, § 3.º, CPC). Deixo de condená-la ao pagamento de honorários advocatícios por não haver formação de contraditório.” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignada com a decisão supra, a parte autora alega em razões recursais de id. 19936956 que só tomou ciência dos desfalques realizados na conta individual vinculada ao PASEP quando teve acesso aos extratos / microfilmagens disponibilizadas pelo apelado em 2024. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ao final, requer o provimento do recurso, a fim de reformar a sentença, para afastar a prescrição da pretensão autoral, devendo posteriormente os autos retornarem ao juízo originário para o devido processamento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Devidamente intimada, a parte recorrida apresentou contrarrazões em id. 18600942, com preliminares de ofensa à dialeticidade e revogação de justiça gratuita. No mérito, pugnou pelo indeferimento recursal. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Preenchidos que foram todos os requisitos de admissibilidade, conheço do recurso. <span

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	style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De início, em que pese a alegativa do banco promovido de ofensa à dialeticidade, esta não restou identificada, pois, como bem expresso em recurso apelatório, a insurgência se encontra no fato de o juízo singular ter decretado a prescrição. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ademais, no que tange à preliminar de revogação do benefício da justiça gratuita, considerando que a revogação de tal benefício pressupõe a comprovação cabal de alteração do estado de fato do beneficiário, não se podendo acolher impugnação com base em meros indícios ou alegações da parte contrária, não há nenhuma razão para revogá-la, como pretende o banco apelado. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ultrapassados tais pontos, passa-se ao mérito recursal, por meio do qual a apelante defende o início da contagem do prazo prescricional apenas quando teve acesso aos extratos da conta mediante microfilmagens, momento no qual teria tomado ciência da violação do seu direito (ano de 2024). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Quanto ao ponto, é importante registrar que o Superior Tribunal de Justiça, no julgamento dos processos paradigmas REsp nº 1895936/TO, REsp nº 1895941/TO e REsp nº 1951931/DF, representativos de controvérsia afetados para julgamento pelo procedimento dos Recursos Especiais Repetitivos sob o Tema 1150, além de fixar a legitimidade passiva do Banco do Brasil para figurar na demanda e de salientar a competência da justiça estadual nestas causas, fixou a tese de que <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Confira-se a ementa redigida para o acórdão: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ADMINISTRATIVO E PROCESSUAL CIVIL. RECURSO ESPECIAL REPRESENTATIVO DA CONTROVÉRSIA. PASEP. MÁ GESTÃO DOS VALORES DEPOSITADOS. LEGITIMIDADE PASSIVA DO BANCO DO BRASIL. PRESCRIÇÃO DECENAL PREVISTA NO ART. 205 DO CÓDIGO CIVIL. TERMO INICIAL DA PRESCRIÇÃO. TEORIA DA ACTIO NATA. CIÊNCIA DOS DESFALQUES NA CONTA INDIVIDUALIZADA. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. As questões a serem definidas nesse Repetitivo são: a) a possibilidade ou não de o Banco do Brasil figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; b) qual o prazo prescricional a que a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete - se o decenal previsto pelo artigo 205 do Código Civil ou o quinquenal estipulado pelo art. 1° do Decreto 20.910/1932; c) se o termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao Pasep. <span style="font-size: 12pt; font-family:

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	Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">LEGITIMIDADE PASSIVA DO BANCO DO BRASIL PARA FIGURAR NA DEMANDA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. O Programa de Formação do Patrimônio do Servidor Público (Pasep) foi instituído pela Lei Complementar 8, de 3.12.1970, que prevê a competência do Banco do Brasil para a administração do Programa e manutenção das contas individualizadas para cada servidor, recebendo comissão pelo serviço prestado. A Lei Complementar 26, de 11.9.1975, unificou, a partir de 1º.7.1976, sob a denominação de PIS-Pasep, os fundos constituídos com os recursos do Programa de Integração Social (PIS) e do Programa de Formação do Patrimônio do Servidor Público (Pasep), instituídos pelas Leis Complementares 7/70 e 8/70, respectivamente. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. O art. 7º do Decreto 4.751/2003 previa que a gestão do Pasep compete ao Conselho Diretor do Fundo, cujos representantes são designados pelo Ministro de Estado da Fazenda. De igual modo, o art. 10 do mesmo diploma normativo estabelecia que ao Banco do Brasil, como administrador do Programa, além de manter as contas individualizadas dos participantes do Pasep, cabe creditar, nas referidas contas, a atualização monetária, os juros e o resultado das operações financeiras realizadas, processar as solicitações de saque e de retirada e efetuar os correspondentes pagamentos, conforme autorizado pelo Conselho Diretor do Fundo PIS-Pasep. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Destaque-se que, desde a promulgação da Constituição Federal de 1988, a União deixou de depositar valores nas contas do Pasep do trabalhador, limitando-se sua responsabilidade ao recolhimento mensal ao Banco do Brasil S.A., nos termos do art. 2º da LC 8/1970. Por força do art. 5º da referida Lei Complementar, a administração do Programa compete ao Banco do Brasil S.A., bem como a respectiva manutenção das contas individualizadas para cada trabalhador, de modo que a responsabilidade por eventuais saques indevidos ou má gestão dos valores depositados na conta do Pasep é atribuída à instituição gestora em apreço. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. O STJ possui o entendimento de que, em ações judiciais nas quais se pleiteia a recomposição do saldo existente em conta vinculada ao Pasep, a União deve figurar no polo passivo da demanda. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. No entanto, no caso dos autos a demanda não versa sobre índices equivocados de responsabilidade do Conselho Gestor do Fundo, mas sobre responsabilidade decorrente da má gestão do banco, em razão de saques indevidos ou de não aplicação dos índices de juros e de correção monetária na conta do Pasep. Conclui-se que a legitimidade passiva é do Banco do Brasil S.A. Nesse sentido: AgInt no REsp 1.898.214/SE, Rel. Ministro Francisco Falcão, Segunda Turma, DJe de 29.4.2021; AgInt no REsp 1.867.341/DF, Rel. Ministra Assusete Magalhães, Segunda Turma, DJe de 7.10.2021; REsp 1.895.114/DF, Rel. Ministro Herman Benjamin, Segunda Turma, DJe de 14.4.2021; AgInt no REsp 1.954.954/CE, Rel. Ministra Regina Helena Costa, Primeira Turma, DJe de 25.3.2022; e AgInt no REsp 1.922.275/CE, Rel. Ministro Gurgel de Faria, Primeira Turma, DJe de 29.6.2021. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">INCIDÊNCIA DO PRAZO PRESCRICIONAL DECENAL PREVISTO NO ART. 205 DO CÓDIGO CIVIL <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. O Banco do Brasil S.A. aduz que ocorreu a prescrição do direito do autor em virtude da adoção do prazo quinquenal estabelecido no art. 1° do Decreto-Lei 20.910/1932, cujo termo inicial deveria ser a data do recolhimento das últimas

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	contribuições para o Pasep, que, segundo a instituição financeira, ocorreu em 1988. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">8. Contudo, o STJ possui orientação pacífica de que o prazo quinquenal previsto no art. 1º do Decreto-Lei 20.910/1932 não se aplica às pessoas jurídicas de direito privado. No caso em espécie, sendo a ação proposta contra o Banco do Brasil, sociedade de economia mista, deve-se afastar a incidência do referido dispositivo, bem como da tese firmada no julgamento do Recurso Especial 1.205.277/PB, sob a sistemática dos Recursos Repetitivos, de que: "É de cinco anos o prazo prescricional da ação promovida contra a União Federal por titulares de contas vinculadas ao PIS/PASEP visando à cobrança de diferenças de correção monetária incidente sobre o saldo das referidas contas, nos termos do art. 1º do Decreto-Lei 20.910/32" . <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">9. Assim, "as ações movidas contra as sociedades de economia mista não se sujeitam ao prazo prescricional previsto no Decreto-Lei 20.910/1932, porquanto possuem personalidade jurídica de direito privado, estando submetidas às normas do Código Civil." (AgInt nos EDcl no AREsp 1.902.665/RJ, Rel. Ministro Francisco Falcão, Segunda Turma, DJe de 10.8.2022). Nesse mesmo sentido: AgInt no AREsp 1.795.172/SP, Rel. Ministra Assusete Magalhães, Segunda Turma, DJe de 27.5.2021; e AgInt no REsp 1.812.518/SE, Rel. Ministro Herman Benjamin, Segunda Turma, DJe de 21.8.2020. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">10. Ressalte-se que não se emprega o prazo prescricional previsto no art. 10 do Decreto 2.052/1983, o qual prevê que "A ação para cobrança das contribuições devidas ao PIS e ao PASEP prescreverá no prazo de dez anos, contados a partir da data prevista para seu recolhimento". Isso porque no caso dos autos não se estão cobrando as contribuições, mas, sim, a indenização por danos materiais decorrente da má gestão dos depósitos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">11. Assim, nas demandas ajuizadas contra a instituição financeira em virtude de eventual má gestão ou descontos indevidos nas contas do Programa de Formação do Patrimônio do Servidor Público - Pasep, deve-se aplicar o prazo prescricional previsto no art. 205 do Código Civil de 10 anos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DIES A QUO PARA A CONTAGEM DO PRAZO PRESCRICIONAL <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">12. O Superior Tribunal de Justiça entende que, conforme o princípio da actio nata, o curso do prazo prescricional do direito de reclamar inicia-se somente quando o titular do direito subjetivo violado passa a conhecer o fato e a extensão de suas consequências. (EREsp 1.106.366/RS, Rel. Ministro Francisco Falcão, Primeira Seção, DJe de 26.6.2020.) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">13. Sobre a matéria em debate, o STJ tem precedentes: AgInt no REsp 1.928.752/TO, Rel. Ministra Regina Helena Costa, Primeira Turma, DJe de 23.6.2021; e REsp 1.802.521/PE, Rel. Ministro Herman Benjamin, Segunda Turma DJe 30.5.2019. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">14. Verifica-se que o termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-

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	wrap;">TESES JURÍDICAS A SEREM FIXADAS <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">15. Em relação ao presente Tema, fixam-se as seguintes Teses: i) o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto à conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa; ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil; e iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">SOLUÇÃO DO CASO CONCRETO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">16. No caso dos autos, em relação às Teses aqui fixadas, o acórdão de origem decidiu de acordo com o entendimento deste STJ, de modo que não merece reforma. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">17. O recorrente afirma não haver ilícito, e que, "no caso em tela, a parte recorrida não fez prova alguma do prejuízo sofrido." (fl. 528, e-STJ), de forma que não há dever de indenizar. Entretanto, a Corte de origem assim consignou ao decidir a controvérsia (fls. 490-491, e-STJ, grifei): "A partir da análise dos autos originários, constata-se que são incontroversos 1) o saldo no valor de Cz$ 88.881,00 (oitenta e oito mil oitocentos e oitenta e um cruzados) existente na conta individual da parte autora/apelante no dia 18/08/1988 (data limite ao direito aos créditos em sua conta PASEP) - Evento 1, OUT3, fl. 03, autos originários e 2) os débitos realizados no período em que a conta retromencionada esteve ativa (Evento 1, DOCSPESSOAIS2, autos originários). (...) O fato é que o Banco do Brasil S/A tem o dever de informar o motivo e a destinação dos valores questionados pela parte autora/apelante, a fim de comprovar a legalidade dos lançamentos, ônus do qual não se desincumbiu, conforme determina o art. 373, inciso II, do CPC vigente. (...) Dessa nos forma, é forçoso concluir pelo conjunto fático-probatório existente nos autos que o dano material efetivamente restou comprovado (...)". <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18. Como se observa, o Tribunal a quo, soberano na análise probatória, concluiu que houve ato ilícito e dano. Entender de modo diverso demanda revolvimento no acervo fático-probatório, o que não é possível em Recurso Especial, pois incide a Súmula 7 do STJ. Nessa linha: AgInt no AREsp 2.155.273/RJ, Rel. Ministro Gurgel de Faria, Primeira Turma, DJe de 15.3.2023; e AgInt no AREsp 1.767.339/SP, Rel. Ministro Sérgio Kukina, Primeira Turma, DJe de 16.2.2023. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONCLUSÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">19. Recurso Especial parcialmente conhecido e, nessa extensão, não provido." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(REsp n. 1.895.936/TO, relator Ministro Herman Benjamin, Primeira Seção, julgado em 13/9/2023, DJe de 21/9/2023) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Verifica-se que o termo inicial para contagem do prazo

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	prescricional é a data de conhecimento da suposta lesão e de suas consequências pelo titular, que, nos casos das ações cuja temática ora se analisa, somente podem ser aferíveis a partir da data em que o titular do direito for oficialmente informado por meio de extrato e/ou microfilmagem da conta e das respectivas movimentações. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse sentido, diferente do alegado pelo juízo singular, que estabeleceu a data do saque efetivamente realizado como marco inicial para o prazo prescricional, entendo que o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, ocorrido em 2024, não fulminando o direito de ação exercitado no mesmo ano. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sobre o tema, vide jurisprudência desta Corte de Justiça: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO CÍVEL ¿ AÇÃO REVISIONAL ¿ PASEP ¿ JULGAMENTO LIMINAR DE IMPROCEDÊNCIA COM BASE NO RECONHECIMENTO DA PRESCRIÇÃO ¿ TEMA REPETITIVO 1150 DO STJ ¿ PRESCRIÇÃO ¿ TERMO INICIAL ¿ CIÊNCIA DO DIREITO VIOLADO ¿ ACESSO ÀS MICROFILMAGENS DOS EXTRATOS ¿ TEORIA DA ACTIO NATA ¿ PREJUDICIAL DE MÉRITO AFASTADA ¿ RECURSO CONHECIDO E PROVIDO. 1. O presente recurso de apelação visa à reforma da sentença que julgou extinto o feito, com resolução de mérito, com base no reconhecimento da prescrição do direito de ação. 2. Sobre o tema da prescrição, o Superior Tribunal de Justiça, no julgamento do Recurso Especial Repetitivo nº 1.951.931/DF (Tema nº 1.150), de 13/09/2023, firmou as seguintes teses vinculantes: ¿ii) a pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao Pasep se submete ao prazo prescricional decenal previsto pelo art. 205 do Código Civil;¿ ¿iii) o termo inicial para a contagem do prazo prescricional é o dia em que o titular, comprovadamente, toma ciência dos desfalques realizados na conta individual vinculada ao Pasep.¿ 3. Portanto, segundo a tese fixada, é decenal o prazo prescricional para se questionar, em juízo, eventuais danos causados, em razão de desfalques e de incorreta aplicação da atualização monetária, na conta individual vinculada ao PASEP. 4. Por seu turno, o termo a quo do lapso prescricional, segundo a teoria da actio nata, é a data em que o titular da conta toma ciência, comprovadamente, dos desfalques, o que, em casos tais, acontece quando tem acesso às microfilmagens dos extratos da conta PASEP, pois só então passa a conhecer o fato e a extensão de suas consequências. Precedentes da Câmara. No caso concreto, o demandante obteve acesso ao extrato da sua conta PASEP aos 07/12/2023, e ajuizou a presente ação em 08/10/2024, portanto, não há que se falar em prescrição. 5. Em que pese seja afastada a ocorrência da prescrição no caso vertente, o processo não está apto para imediato julgamento nesta instância (teoria da causa madura ¿ art. 1.013, § 3º, do CPC), haja vista que o promovido sequer foi citado, bem como não foi dada, às partes, oportunidade de produzir provas, sobretudo pericial, considerada indispensável na espécie, haja vista que exige conhecimento contábil para calcular a correção monetária, notadamente quanto aos diversos expurgos inflacionários dos planos econômicos, a aplicação de juros e eventuais saques indevidos de valores depositados em conta vinculada ao Programa PASEP. 6. Recurso conhecido e provido. Sentença desconstituída. (TJCE - Apelação Cível - 0200577-07.2024.8.06.0132, Rel. Desembargador(a) MARIA DE FÁTIMA DE MELO LOUREIRO, 2ª Câmara Direito Privado, data do julgamento: 12/02/2025, data da publicação: 12/02/2025) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO. AÇÃO ORDINÁRIA DE INDENIZAÇÃO RELACIONADA AOS SALDOS, ACRÉSCIMOS ILEGAIS, SAQUES E À DIFERENÇA DE VALORES NA CONTA VINCULADA DO PASEP DA AUTORA/RECORRENTE. SENTENÇA QUE RECONHECEU A ILEGITIMIDADE PASSIVA DO BANCO DO BRASIL S/A. QUESTIONAMENTO SOLUCIONADO NO JULGAMENTO DO TEMA REPETITIVO Nº 1.150 QUE UNIFORMIZOU A INTERPRETAÇÃO DA LEGISLAÇÃO INFRACONSTITUCIONAL PARA SEDIMENTAR, DENTRE OUTRAS TESES NÃO DEVOLVIDAS NO APELO, QUE "O BANCO DO BRASIL POSSUI LEGITIMIDADE PASSIVA AD CAUSAM PARA FIGURAR NO POLO PASSIVO DE DEMANDA NA QUAL SE DISCUTE EVENTUAL FALHA NA PRESTAÇÃO DO SERVIÇO QUANTO A CONTA VINCULADA AO PASEP, SAQUES INDEVIDOS E DESFALQUES, ALÉM DA AUSÊNCIA DE APLICAÇÃO DOS RENDIMENTOS ESTABELECIDAS PELO CONSELHO DIRETOR

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	DO REFERIDO PROGRAMA". PRESCRIÇÃO: INOCORRÊNCIA. PRINCÍPIO DA ACTIO NATA. PRAZO QUE FLUI A PARTIR DO MOMENTO EM QUE A PARTE TOMA CONHECIMENTO DA OCORRÊNCIA DE IRREGULARIDADE NA SUA CONTA VINCULADA DO PASEP. IMPOSSIBILIDADE DE JULGAR O MÉRITO (ART. 1.013, § 3º, I, DO CPC). SENTENÇA ANULADA. REMESSA DO FEITO PARA A VARA DE ORIGEM PARA O DEVIDO PROCESSAMENTO E JULGAMENTO DO LITÍGIO, INCLUSIVE APRECIAR A RESPEITO DA NECESSIDADE DE PROCEDER À PROVA PERICIAL CONTÁBIL. - A petição inicial remete à apreciação do Judiciário litígio que envolve a responsabilidade do Banco do Brasil S/A quanto à má gestão dos valores depositados pela União do programa PIS/PASEP, pugnando, ainda, pela indenização por danos morais e materiais. - O Tribunal da Cidadania uniformizou a interpretação da legislação infraconstitucional no julgamento do tema repetitivo nº 1.150 para reconhecer, dentre outras teses não devolvidas na via apelatória, que "o Banco do Brasil possui legitimidade passiva ad causam para figurar no polo passivo de demanda na qual se discute eventual falha na prestação do serviço quanto a conta vinculada ao Pasep, saques indevidos e desfalques, além da ausência de aplicação dos rendimentos estabelecidas pelo Conselho Diretor do referido programa". - O caso em julgamento não envolve a aplicação da Súmula nº 77 do STJ, mas o entendimento uniformizado na apreciação do tema repetitivo nº 1.150 do mencionado Tribunal Superior. - Em relação à prescrição, a jurisprudência entende ser aplicável o princípio da actio nata, iniciando-se o prazo prescricional a partir do momento em que a parte tem conhecimento da violação do seu direito e, aplicando a tese repetitiva nº 1.150 firmada pelo Tribunal da Cidadania, tem-se que: "A pretensão ao ressarcimento dos danos havidos em razão dos desfalques em conta individual vinculada ao PASEP se submete ao prazo prescricional decenal previsto pelo artigo 205 do Código Civil ou ao prazo quinquenal estipulado pelo artigo 1° do Decreto n° 20.910/32" e que "O termo inicial para a contagem do prazo prescricional é o dia em que o titular toma ciência dos desfalques ou a data do último depósito efetuado na conta individual vinculada ao PASEP". Desta forma, o lapso da prescrição teve início quando o autor teve acesso à microfilmagem dos extratos da sua conta vinculada ao PASEP, não fulminando o direito de ação exercitado em 04/11/2019. RECURSO CONHECIDO E PROVIDO EM PARTE. (TJCE - Apelação Cível - 0090254-05.2019.8.06.0133, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 21/08/2024, data da publicação: 21/08/2024) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Feitas tais considerações, afasto, no caso concreto, a prescrição da pretensão autoral reconhecida na origem. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ao impulso dessas considerações, CONHEÇO da apelação para DAR-LHE PROVIMENTO, a fim de anular a sentença e determinar o retorno do processo à Vara de Origem, para o devido processamento e julgamento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator

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Número de ordem	44
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Liminar
Polo ativo	JUAN CARLOS CABRAL MONTERREY DUARTE OMEGA GESTAO E ADMINISTRACAO DE SHOPPINGS LTDA
Advogado(s) - Polo ativo	TONY INACIO CARDOSO - (CE33173-A) ANA VITORIA SALES DE OLIVEIRA FALCAO - (CE45936-A)
Polo passivo	DJALMA NOGUEIRA PINHEIRO LOURDES IRENE VASCONCELOS PINHEIRO
Advogado(s) - Polo passivo	NARA MAGALHAES BARBOSA VERAS - (CE18091-A)
Terceiros	Não informado

Processo	3003022-02.2025.8.06.0000
Acordão	

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	DANWVwsairO+2DRzJnThw97YMaMt+4qFnC+sVqHs6bW0axZJnw8de50Rqczuk3umFoiy CmEgigBhfmxSIdvll/A3kLNh5IhhKrIpErKuKjpQloiiaCCQwtEwUQaigYZZkWVhWpVBDLkG gJTSDj5cPEhbgB/5JEjKwjTZEdFKXqVCJNyOvXezu9efvYFXaLxySdHb9y4+bHHHr0rWER U6edff/XKy1Pgw+ydv29wHNH3SW35O55zDwfnC6V/YJfliBbAtMWK1/MkXAC4SsmyyKDei yRpLQxYimi9I2DgIQkZocCJXJBUvX694k0yuRobg0aZCodEEsMknIDuGmKgevaNkl32g2u 8jAQJBeCDqtCNe/71KevWrmjVqtX69Zv6DxxgjTKjdBxB/NvB3SEWUCjOX7iYmJhk1ezcM Yumgv7xAcJbnmZum2U42zckhyQKldpERBiLMGJEPhCNqUDkFIYwma8F7Dl1VtDI1pqV+j +mJtgULlEm5Z6OJTuD4+IL9sSeOieeLKtqCQq6WHHMg/hawlVSlyo07Ai4aj3jRKCBoOMo 2wZMuvWBw9MPZLfr13XKlJe//eabN9+YfpuB8tvC4pZxtXzZ8iWffQIvPlj06Y1kNyXrQYgrb1 FncSQ0vgYKWhByUNW4TXsX7KBmXGhrRlUYzBCmk/fV2UN2etQz9OAnhvhn7TLcH5BV WsCixTM+c3OW7iL36Eg9HsDyzjbb+EH8D+EbA6jqxqoc5DGZualq/tDEERsiQhcE1Cw0x4 TCfAfTk+9Nu3rPkehoa3JyypXLV1q0bHE7Hv0dYLFx46ZHHxsBH/pr3B/++j24zwh4AmoMz K/P7VTXbq/FESN5LX5CISEjYBIEgYQaEUkJFGKjYnEQyT970js1xyYuNJiMlWFCdZYHMd oi1XgJU3PPoVP6gVyoSqLEEKnvHFclTpl85vdQ458+1nlBYUeOcksSMiUjHVZRSh9qLkX WkqmIomRo5yqiQKEQ2bXkym+Xrnh+4rMjHn10zpy5778/93Y0621hAWXM7/edOp2zSDO uJs2Y6e4WBrxBguYkyg5xAoZd6h/osE937AEKIkcJqkhhGg5ogSgsiKljkjcFG42ZPvK+6xuJ RMldZsc8PGNgMRojVIxgjcS1MPkKoF2kyPJA19a58n37z9b7CEPTlsmzJlIBPLcbjfESdOEi 6uOm5YpFTI96q1azKCgZiM3iJq755KknHtZZogYPHvTLLzuGDbu/YbCAbdWqVZNemgg/6 sj+I6sqt4DGybigTYhCqrglhx3UyyUZoNVx6ll/GQQi1I46DAFhRSZuk7Pxc5Mtj4+sufoSFQN dTFYnlQlqCkE54dAJtZxXYwGpI3C3IlG9w9+d0Y2Jl2TV4fIkNObmf2V5d0qMTa5tJuM+/CY W6B8FSkO9ra1q6hxH9RrQ1Q0IQg959KuvbF21sk+fXgsWLBoyZBBJ/ofB3hYWgUCgpKQ 0OblRKCwkp6TE+hOr0frk4acClQIat5NeUNLO0+6gqfFloqBpiIQ6EcdYkZUMoeQNrtjho5N GPe2q9RogERICQeAJ4UInl26EJiTHNq/dXGIaQtE1Jh/n5Mj2tXu/TlpjDPp4EtMF6sLWxEde z9wy73IwhgxYeSwEB0yhNQE0C52A/j6OQiRIWaHqR0rFBD0GLoUH3tNFA0np3KXbb7/te PDB4f8+4XhbWOj1+oEDB3699JsXX5iQlpFy4P1v2s4eKd4XS7olwKAQDZocWsZ83KUeU s+trMMOvNESEVZDRikxh2zJ4Z0nDL3hKKOBmYQciCIfCi2USabOFMaHMItNOVxAP2ILA Q/HdXVtzLY/Es2TIjQYFK6KSnjRMWhr5lLqqbPtNszLfipGouDyVCM6KqJLQMSaQUFg9EA 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	de Instrumento, com pedido de efeito suspensivo, interposto por promitente comprador contra decisão interlocutória proferida nos autos da Ação de Resolução Contratual c/c Reintegração de Posse ajuizada pelos promitentes vendedores, na qual foi deferida tutela de urgência para determinar a desocupação voluntária do imóvel no prazo de 30 dias, sob pena de reintegração compulsória. O agravante alega inadimplemento contratual dos agravados, invoca o direito de retenção por benfeitorias, sustenta a violação ao direito à moradia e pleiteia a suspensão da ordem de desocupação. II. QUESTÃO EM DISCUSSÃO 2. Há quatro questões em discussão: (i) definir se houve inadimplemento contratual por parte dos agravados, a justificar a rescisão contratual requerida pelo agravante; (ii) verificar a possibilidade de suspensão da ordem de desocupação do imóvel com base na alegação de direito à moradia; (iii) analisar a existência e a extensão do direito de retenção por benfeitorias realizadas; (iv) avaliar a legalidade e adequação da tutela de urgência concedida para reintegração de posse. III. RAZÕES DE DECIDIR 3. A jurisprudência do STJ reconhece que a boa-fé objetiva rege todas as fases da relação contratual, sendo vedado o comportamento contraditório (venire contra factum proprium), especialmente quando o promitente comprador permanece inerte por anos e apenas pleiteia a rescisão após ser acionado judicialmente. 4. A cláusula contratual que previa prazo para regularização da matrícula do imóvel foi descumprida, mas o promitente comprador continuou usufruindo do bem sem manifestar vontade de rescindir o contrato, o que configura supressio e gera legítima expectativa de manutenção da avença. 5. A tutela de urgência concedida na origem está amparada no art. 561 do CPC, diante da presença dos requisitos legais, em especial a demonstração da posse anterior dos autores, o esbulho e a perda da posse. 6. O direito à moradia, embora constitucionalmente protegido, não se sobrepõe ao direito de propriedade quando se está diante de contrato válido e inadimplemento contratual do ocupante. 7. O direito de retenção por benfeitorias não é absoluto e exige comprovação específica das melhorias realizadas, bem como sua natureza; não havendo detalhamento nos autos, não se justifica a permanência no imóvel apenas com base em alegações genéricas. 8. Ainda que cabível a indenização por benfeitorias, o valor correspondente pode ser compensado com os aluguéis ou taxa de ocupação devidos pelo uso prolongado do imóvel, a fim de evitar enriquecimento sem causa. <span style="font-size: 14.0pt; font-family: "Arial",sans-serif; mso-font-kerning: 0pt; mso-bidi-

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	language: AR-SA;">9. Em observância aos princípios da proporcionalidade e razoabilidade, o prazo para desocupação voluntária do imóvel deve ser ampliado de 30 para 90 dias, a contar da data da regularização das custas processuais na origem. IV. DISPOSITIVO E TESE 10. Recurso parcialmente provido. Agravo Interno Prejudicado. Tese de julgamento : (I) A conduta do promitente comprador que permanece inerte por longo período, sem exercer o direito à rescisão contratual mesmo diante de atraso na regularização da matrícula do imóvel, viola a boa-fé objetiva e caracteriza supressio. (II) A posse injustificada do imóvel após inadimplemento contratual autoriza a concessão de tutela de urgência para reintegração, desde que presentes os requisitos do art. 561 do CPC. (III) O direito de retenção por benfeitorias exige comprovação específica e não impede a desocupação do imóvel quando ausente essa demonstração. (IV) A alegação de direito à moradia não afasta a obrigação de desocupação do imóvel quando fundada em posse decorrente de contrato rescindido por inadimplemento. (V) O prazo para desocupação pode ser ampliado em observância aos princípios da razoabilidade e da proporcionalidade. Dispositivos relevantes citados : CF/1988, art. 6º; CC/2002, arts. 422, 476, 1.219, 1.220, 1.221; CPC/2015, arts. 300, 561, 99, § 3º. Jurisprudência relevante citada: STJ, AgInt no AREsp 2.423.648/PE, rel. Min. Moura Ribeiro, Terceira Turma, j. 11.11.2024, DJe 13.11.2024; STJ, REsp 613.387/MG, Terceira Turma, DJe 10.12.2008; STJ, REsp 1.613.613/RJ, Terceira Turma, DJe 18.06.2018. ACÓRDÃO <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-

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	height: 150%; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer o agravo de Instrumento para dar-lhe parcial provimento e, em consequência, declarar prejudicado o julgamento do agravo interno, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator <span style="font-size: 14.0pt; font-family: "Arial",sans-serif; mso-fareast-font-family: "Lucida Sans Unicode"; mso-font-kerning: 0pt; mso-ansi-language: PT-BR; mso-fareast-language: ZH-CN; mso-bidi-language: AR-SA;"> <br style="mso-special-character: line-break; page-break-before: always;" /> RELATÓRIO <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Trata-se de Agravo de Instrumento, com pedido de efeito suspensivo, interposto por Juan Carlos Cabral Monterrey Duarte e Outros, contra decisão interlocutória proferida pelo douto Juízo da 23º Vara Cível da Comarca de Fortaleza/CE, nos autos da Ação de Resolução Contratual c/c Reintegração de Posse nº 0275497-54.2024.8.06.0001, ajuizada por Djalma Nogueira Pinheiro e Lourdes Irene Vasconcelos Pinheiro, ora agravados, em à qual o MM. Juiz assim decidiu: “ Dessa forma, presentes os requisitos legais, defiro a tutela de urgência para determinar que a parte ré e eventuais ocupantes desocupem voluntariamente o imóvel no prazo de 30 (trinta) dias, sob pena de reintegração compulsória, com a imissão dos autores na posse do bem, se necessário com o uso de força policial, se necessário. Cite-se a parte ré para apresentar resposta no prazo legal.” <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Nas suas razões recursais, os agravantes

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	pugnam, nesta instância, pela suspensão da decisão recorrida, alegando, em suma, não cumpriram suas obrigações contratuais, especialmente no que tange à regularização da matrícula do imóvel, o qual seria destinado ao uso para fins de moradia.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Defende que a decisão recorrida foi considerada prematura por não abrir prazo para manifestação dos Agravantes e por acarretar danos irreversíveis, consistentes na desocupação de imóvel utilizado para moradia.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Alega também o descumprimento do prazo estabelecido contratualmente para regularização da matrícula do imóvel, que foi superado em mais de dois anos, e cita a aplicação da exceção do contrato não cumprido prevista no artigo 476 do Código Civil Brasileiro. Invoca ainda seu direito de retenção sobre o bem, até que seja indenizado pelas benfeitorias realizadas, conforme previsto nos artigos 1.219 e 1.255 do Código Civil.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ao final, o Agravante pede que seja recebido e conhecido o presente agravo, concedida a justiça gratuita, atribuído efeito suspensivo ao recurso, com a suspensão da ordem de desocupação voluntária do imóvel até o julgamento final do recurso, reformada a decisão interlocutória atacada e revogada a concessão dos benefícios da assistência judiciária gratuita aos Agravados, além da complementação da comprovação da hipossuficiência, caso necessário.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Efeito suspensivo indeferido, consoante decisão de ID 18640335.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Constata-se que a parte agravada, regularmente intimada nos termos legais, não apresentou contrarrazões no prazo processual estabelecido, deixando transcorrer in albis o período para manifestação recursal.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> É o breve relatório. Decido. </p><p class="MsoNormal" style="text-align: center; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;" align="center"> VOTO </p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Compulsando os autos, verifiquei que o magistrado de primeiro grau revogou a concessão de justiça gratuita, abriu prazo para as partes se manifestarem sobre a alegada litigância de má-fé, encontrando-se o processo em fase de instrução.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Dessa forma, a impugnação à gratuidade deferida na origem resta prejudicada, tendo em vista sua revogação, razão pela qual conheço parcialmente do agravo de instrumento, bem como em relação a suposta má-fé mister o pronunciamento da instância de origem sob pena de supressão de instância.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Em relação aos demais argumentos apresentados, presentes os pressupostos de admissibilidade recursal, de forma que conheço parcialmente do recurso de Agravo de Instrumento.</p><p

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	class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%;">Preliminarmente, no que concerne à justiça gratuita, impõe-se a sua concessão, uma vez que meras alegações desprovidas de comprovação não são suficientes para infirmar a presunção de veracidade da declaração de hipossuficiência, nos termos do artigo 99, § 3º, do Código de Processo Civil. Assim, defiro a gratuidade processual neste incidente, ressalvada, contudo, a competência do magistrado de origem para apreciar seu eventual deferimento no bojo da ação principal. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> No mérito, o núcleo da controvérsia sub judice resume-se à avaliação da decisão de primeiro grau que concedeu a tutela de urgência, especificamente no que tange à ordem de desocupação voluntária do imóvel no prazo de 30 dias <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O procedimento especial de manutenção ou reintegração de posse, previsto no artigo 561 do CPC, exige do autor a comprovação rigorosa de quatro requisitos: a posse exercida pelo autor, a turbação ou esbulho praticado pelo réu, a data em que ocorreu o ato perturbativo e, por fim, a continuação da posse, no caso de manutenção, ou a perda da posse, no caso de reintegração. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O agravante sustenta que o inadimplemento contratual originou-se dos autores/agravados, os quais descumpriram obrigações essenciais do pactuado. Alega ainda o direito de retenção do imóvel com fundamento nas benfeitorias realizadas, nos termos do art. 1.219 do CC, devendo a desocupação ficar condicionada ao prévio ressarcimento dos investimentos comprovadamente efetuados. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Adicionalmente, o recorrente argumenta que a decisão de reintegração viola seu direito fundamental à moradia (art. 6º da CF/88), por desconsiderar sua situação de vulnerabilidade habitacional e impor medida desproporcional. Sustenta que a liminar concedida ignorou seu legítimo interesse na conservação da posse até a apuração das benfeitorias e o eventual pagamento das verbas devidas. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Em relação a rescisão contratual com base no descumprimento das obrigações assumidas, a cláusula quinta do contrato prevê expressamente: 5.3. Em caso de rescisão contratual por inadimplemento do COMPRADOR, será retido pelos VENDEDORES o valor integral recebido a título de SINAL E PRINCÍPIO DE PAGAMENTO (citado na letra a) da cláusula 2.1), para efeito de ressarcimento por perdas, a título de ARRAS. Caso tenha havido pagamento parcial ou total referente ao SALDO DEVEDOR E QUITAÇÃO DO PREÇO pelo COMPRADOR, os VENDEDORES obrigam-se na devolução de tal valor, deduzindo a penalidade de usufruto do IMÓVEL, adiante prevista. 5.4.

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	Na hipótese de rescisão contratual por inadimplemento dos VENDEDORES, estes devolverão em dobro o valor recebido a título de SINAL E PRINCÍPIO DE PAGAMENTO (citado na letra a) da cláusula 2.1) para efeito de ressarcimento pelas benfeitorias no imóvel, a título de ARRAS, e não terão direito a nenhuma indenização excedente.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> </p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O recorrente, defende que os autores foram responsáveis pelo descumprimento da cláusula 4.2 e 4.2.1, in verbis:</p><p class="MsoNormal" style="margin-left: 120.5pt; text-align: justify; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> 4.2. Os VENDEDORES juntamente com a MOMA, estão providenciando as baixas dos VMD's relativos as unidades do empreendimento MOMA, especialmente referente à unidade aqui negociada, comprometendo-se a apresentar a matrícula atualizada com o IMÓVEL livre e desimpedido, até o dia 01/12/2021.</p><p class="MsoNormal" style="margin-left: 120.5pt; text-align: justify; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> 4.2.1. Caso destarte as providencias dos VENDEDORES e da MOMA, não seja possível a baixa da hipoteca incidente sob o IMÓVEL, as partes pactual uma tolerância adicional de mais 180 (cento e oitenta) dias, sem que isso enseje inadimplência contratual pelos VENDEDORES, nesta hipótese, a quitação do SALDO DEVEDOR (letra b) da Cláusula 2.1) por parte do COMPRADOR fica igualmente prorrogada, sem nenhuma incidência de juros. </p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> </p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Dos elementos constantes nos autos, verifica-se que a regularização da matrícula do imóvel ultrapassou o prazo originalmente estipulado, fato que postergou a cobrança do saldo devedor, circunstância esta que não encontra controvérsia nos autos.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Observa-se, outrossim, que o promitente comprador deixou de exercer seu direito de requerer a resilição contratual imediatamente após o decurso do prazo convencional, optando por só suscitar a questão após consumada a regularização e já instaurada a cobrança judicial do débito remanescente.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Com efeito, o que se tem no caso concreto é que o recorrente usufruiu do imóvel por quase por mais de três anos, até o ajuizamento da ação, e somente requereu a rescisão contratual após a cobrança dos valores remanescentes não pagos. Essa conduta revela uma inconsistência que contraria os princípios da boa-fé objetiva e da segurança jurídica.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ao usufruir do imóvel por um período tão extenso sem adotar medidas para regularizar a situação ou comunicar formalmente a parte autora sobre a rescisão, o agravante manteve-se em uma situação de vantagem, aproveitando-se economicamente do bem (por exemplo, por meio de aluguel ou uso pessoal) sem cumprir integralmente suas obrigações contratuais. Essa conduta omissiva e complacente criou uma expectativa legítima na promitente vendedora de que o contrato permaneceria válido, especialmente porque o comprador não manifestou qualquer intenção de rescindir o acordo durante todo esse tempo.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O fato de o recorrente somente ter

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	requerido a rescisão contratual após a cobrança dos valores remanescentes não pagos sugere uma postura contraditória, que viola o princípio do boa-fé objetiva, em especial a venire contra factum proprium. Esse princípio veda que uma parte aja de forma contrária a uma conduta anteriormente adotada, especialmente quando essa mudança de comportamento causa prejuízo à outra parte que confiou na estabilidade da relação jurídica. Ao permanecer inerte por sete anos e só buscar a rescisão após ser cobrado, o embargante adotou uma postura incompatível com sua conduta anterior, o que caracterizar abuso de direito.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Sobre o tema, a boa-fé objetiva é um princípio fundamental do direito brasileiro, consagrado no artigo 422 do Código Civil, que impõe às partes de uma relação jurídica o dever de agir com lealdade, transparência e cooperação, de modo a preservar o equilíbrio e a confiança recíproca. Esse princípio transcende a ideia de mera intenção subjetiva (boa-fé subjetiva), referindo-se a um padrão de conduta esperado e exigível em qualquer relação contratual ou obrigacional. A boa-fé objetiva opera como um vetor interpretativo e integrativo das normas, servindo tanto para orientar a conduta das partes quanto para limitar o exercício de direitos que, embora formalmente válidos, possam resultar em abusos ou injustiças.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Dentro desse contexto, dois desdobramentos jurídicos da boa-fé objetiva ganham especial relevância: a supressio e o venire contra factum proprium. A supressio refere-se à perda de um direito pelo seu não exercício prolongado, especialmente quando a parte, por sua conduta omissiva ou passiva, leva a outra a crer que o direito não seria mais invocado. Trata-se de uma aplicação concreta da boa-fé objetiva, que impede que uma parte se beneficie de sua própria inércia ou inconsistência em prejuízo da outra. Já o venire contra factum proprium (ou proibição de comportamento contraditório) veda que uma parte aja de maneira contrária a uma conduta anteriormente adotada, especialmente quando essa mudança de comportamento causa prejuízo à outra parte que confiou na estabilidade da relação jurídica.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> A doutrina brasileira tem se debruçado sobre esses temas com profundidade, destacando a importância da boa-fé objetiva como instrumento de justiça e equilíbrio nas relações jurídicas. A boa-fé objetiva é um princípio que impregna todo o ordenamento jurídico, funcionando como um "standard de conduta" que deve guiar a interpretação e a aplicação do direito.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Cumpre ressaltar, que a supressio e o venire contra factum proprium são mecanismos essenciais para coibir abusos e garantir a segurança jurídica, especialmente em relações de longa duração, onde a confiança e a lealdade são pilares fundamentais.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> No caso em tela, a aplicação desses princípios revela-se adequada. O magistrado, ao considerar que o agravante se manteve inerte por três anos sem notificar a embargada sobre a rescisão do contrato pactuado, reconheceu que essa omissão configurou uma violação à boa-fé objetiva.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Essa interpretação está alinhada com a jurisprudência do Superior Tribunal de Justiça, que tem reiteradamente afirmado que a boa-fé objetiva deve ser observada em todas as fases da relação contratual, desde a formação até a execução e extinção do contrato. O STJ também tem destacado que a supressio e o venire contra factum proprium são instrumentos essenciais para coibir condutas abusivas e garantir a estabilidade das relações jurídicas.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Nesse sentido, colaciono alguns precedentes do Tribunal da Cidadania:</p><p class="MsoNormal" style="margin-left: 4.0cm; text-align: justify; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-

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	vertical-align-alt: auto;"> DIREITO CIVIL. RECURSO ESPECIAL. PACTUAÇÃO, POR ACORDO DE VONTADES, DE DISTRATO. RECALCITRÂNCIA DA DEVEDORA EM ASSINAR O INSTRUMENTO CONTRATUAL. ARGUIÇAO DE VÍCIO DE FORMA PELA PARTE QUE DEU CAUSA AO VÍCIO. IMPOSSIBILIDADE. AUFERIMENTO DE VANTAGEM IGNORANDO A EXTINÇÃO DO CONTRATO. DESCABIMENTO. 1. É incontroverso que o imóvel não estava na posse da locatária e as partes pactuaram distrato, tendo sido redigido o instrumento, todavia a ré locadora se recusou a assiná-lo, não podendo suscitar depois a inobservância ao paralelismo das formas para a extinção contratual. É que os institutos ligados à boa-fé objetiva, notadamente a proibição do venire contra factum proprium, a supressio, a surrectio e o tu quoque, repelem atos que atentem contra a boa-fé óbjetiva. 2. Destarte, não pode a locadora alegar nulidade da avença (distrato), buscando manter o contrato rompido, e ainda obstar a devolução dos valores desembolsados pela locatária, ao argumento de que a lei exige forma para conferir validade à avença. 3. Recurso especial não provido. (REsp n. 1.040.606/ES, relator Ministro Luis Felipe Salomão, Quarta Turma, julgado em 24/4/2012, DJe de 16/5/2012.) ADMINISTRATIVO. CONTRATOS ADMINISTRATIVOS. AÇÃO DE COBRANÇA. ACÓRDÃO EM CONFRONTO COM A JURISPRUDÊNCIA DESTA CORTE. FIRMADO O TERMO ADITIVO, COM A FIXAÇÃO DO VALOR DEVIDO PELA ADMINISTRAÇÃO PÚBLICA, NÃO CABE AO PARTICULAR PLEITEAR A RECOMPOSIÇÃO FINANCEIRA. RECURSO ESPECIAL PROVIDO PARA JULGAR IMPROCEDENTE O PEDIDO. DESPROVIMENTO DO AGRAVO INTERNO. MANUTENÇÃO DA DECISÃO RECORRIDA. I - Na origem, trata-se de ação de cobrança proposta pela empresa Wala Engenharia Ltda. em desfavor do Estado de Mato Grosso do Sul, discutindo os contratos 020/2013, 021/2013 e 033/2013 e aditivos, nos quais a referida empresa prestou serviços de manutenção e conservação das rodovias não pavimentadas, nas regiões de Corumbá, Miranda e Jardim. II - Para tanto, sustentou a parte autora que todos os contratos possuem a mesma redação, dispondo a cláusula 3.3 que "No caso da execução do objeto ultrapassar período superior a 12 (doze) meses, contados da data da apresentação da proposta, este terá o saldo contratual reajustado pelo índice utilizado pelo Departamento Nacional de Infraestrutura de Transportes - DNIT". Afirmou que as propostas de todos os contratos foram apresentadas em meados de dezembro de 2012, de modo que o reajuste dos valores dos contratos deveriam ocorrer a partir de dezembro de 2013, contudo nunca foram pagos os reajustes previstos. O valor da causa foi estimado em R$ 1.143.562,05 (um milhão, cento e quarenta e três mil, quinhentos e sessenta e dois reais e cinco centavos), a título de reajustes contratuais não pagos. III - A sentença de procedência foi parcialmente alterada pelo Tribunal de origem relativamente aos índices a serem aplicados. IV - Está incontroverso nos autos que, em negociação de termo aditivo de contrato administrativo, não houve tratativa sobre reajuste de preços, conforme estava previsto em cláusula contratual inicial. Logo, não é necessário revolver matéria fática ou analisar conteúdo contratual, porque tais fatos já foram definidos nos autos e julgados pelas instâncias ordinárias. V - Inaplicável ao recurso especial obstado às Súmulas n. 5 e 7 do STJ, visto que o conhecimento da irresignação prescinde da análise de provas ou das cláusulas do contrato, já que os pressupostos fáticos e contratuais estão perfeitamente descritos no aresto recorrido, demandando-se, unicamente, a qualificação jurídica de tais de modo diverso do que feito pela Corte de origem. De fato, as cláusulas contratuais foram expressamente descritas pelo Tribunal de origem, ficando incontroversas. VI - Posto isso, não se olvida que esta Corte já se posicionou no sentido de que "a equação econômico-financeira é a relação de adequação entre os encargos do contratado e sua remuneração pela Administração Pública, a qual deve ser mantida durante toda a execução do acordo. Por isso, se houver alteração de um dos lados da equação, deverá ocorrer modificação no outro." (AREsp n. 1.783.990/SP, relator Ministro Herman Benjamin, Segunda Turma, julgado em 15/3/2022, DJe de 30/6/2022.) VII - Com efeito, o equilíbrio econômico-financeiro do contrato administrativo é um imperativo da equidade contratual, assegurado pelo art. 37, XXI, da Constituição. VIII - Assim, o "reajustamento dos preços" constitui-se em um dos instrumentos legais aptos a readequar a equação econômico-financeira contratual, com previsão no art. 40, XI, art. 55, III e art. 65, § 8º, da Lei Federal n. 8.666/1993, compreendendo, por sua vez, o "reajuste de preços em sentido estrito" e a "repactuação", destinados à recomposição de perdas inflacionárias no contrato, apresentando como data-base a data prevista para apresentação da proposta ou do orçamento a que essa proposta se referir. IX - O reajuste é instrumento apto a reequilibrar economicamente contrato em razão da variação de custos de produção no curso normal da economia, provocada, em especial, pelo processo inflacionário. X - Vincula-se a um índice específico, definido previamente no instrumento

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	contratual, com observância da Lei Federal n. 10.192/2001 (art. 3º, §1º), de forma que, alcançado o prazo de 12 meses entre a data da apresentação da proposta ou do orçamento a que ela se refere e o adimplemento da prestação, assegura-se o reajustamento em sentido estrito pela administração, podendo considerar o "reajuste em sentido estrito" como um direito do contratado, decorrente da garantia constitucional de preservação do equilíbrio econômico-financeiro do contrato administrativo (art. 37, XXI, CF). De fato, a Lei n. 10.192/2001 prevê: "Art. 3o Os contratos em que seja parte órgão ou entidade da Administração Pública direta ou indireta da União, dos Estados, do Distrito Federal e dos Municípios, serão reajustados ou corrigidos monetariamente de acordo com as disposições desta Lei, e, no que com ela não conflitarem, da Lei no 8.666, de 21 de junho de 1993. § 1o A periodicidade anual nos contratos de que trata o caput deste artigo será contada a partir da data limite para apresentação da proposta ou do orçamento a que essa se referir." XI - Lado outro, realizada a contratação, qualquer mudança superveniente da situação fática contratada remete ao reequilíbrio econômico-financeiro do contrato, na esteira do que dispõem os arts. 57, § 1º, 58, I e §§ 1º e 2º, e 65, II, d e § 6º, da Lei n. 8.666/1993. XII - É justamente o princípio do equilíbrio econômico-financeiro que permite que o contrato administrativo preserve, durante a sua vigência, a comutatividade programada pelos contratantes ao tempo da sua celebração. É importante ter presente que o equilíbrio econômico-financeiro tem como parâmetro a correlação obrigacional existente ao tempo da celebração do contrato, mesmo porque objetiva mantê-la estável durante o desenvolvimento da relação contratual. Não se nega, outrossim, que a prorrogação de contratos de prestação de serviços continuados, disciplinada no art. 57, II, da Lei n. 8.666/1993, condiciona o ajuste à obtenção de condições mais vantajosas para a administração. Lado outro, a prorrogação não é impositiva ao particular, constituindo ato consensual livremente negociado. XIII - Percebe-se que a Lei n. 8.666/1993 dispõe que, por acordo entre as partes, o contrato poderá ser alterado, "para restabelecer a relação que as partes pactuaram inicialmente entre os encargos do contrato e a retribuição da administração para a justa remuneração da obra, serviço ou fornecimento, objetivando a manutenção do equilíbrio econômico -financeiro inicial do contrato, na hipótese de sobrevirem fatos imprevisíveis, ou previsíveis porém de conseqüências incalculáveis, retardadores ou impeditivos da execução do ajustado, ou, ainda, em caso de força maior, caso fortuito ou fato do príncipe, configurando álea econômica extraordinária e extracontratual", sendo certo que, "em havendo alteração unilateral do contrato que aumente os encargos do contratado, a Administração deverá restabelecer, por aditamento, o equilíbrio econômico -financeiro inicial" (art. 65, II, d, e § 6°). XIV - De fato, o aditamento e o reajuste são atos discricionários da administração, devendo-se atentar ainda pela proibição de revisão dos respectivos montantes fora das condições fixadas na legislação (Lei n. 10.192/2001, art. 3º) e, se fosse caso, até no próprio contrato renovado e observado seu termo de vigência (art. 40, XXI e art. 65, § 8º, Lei n. 8.6661993) e não aqueles já extintos. XV - No caso, o acórdão desconsiderou a condicionante presente na literalidade do inciso II, que expressamente prevê que a prestação de serviço poderá ter a sua duração prorrogada, sem perder de vista a obtenção de preços e condições mais vantajosas para a administração. XVI - Diante de todo o exposto, não se tratando de alteração unilateral do contrato, nem tampouco da ocorrência de fatos supervenientes imprevisíveis, ou previsíveis, cujas consequências não poderiam ser planejadas e nem estimadas, na formalização dos aditamentos, não há falar em prejuízos se não constou expressamente a repactuação dos reajustes. XVII - Com efeito, como não houve previsão expressa de reajustes nos instrumentos livremente firmados pelas partes, tendo os aditivos sido celebrados de forma consensual, não há fundamento legal para que a contratada pleiteie indenização sob pretexto de reequilíbrio contratual. XVIII - Tais documentos, cuja validade nenhuma das partes questiona, confirmam que, durante o período de cada aditivo, não havia previsão de correção e, depois, que as partes, livremente, a cada prorrogação, não fizeram qualquer ressalva de pendência de períodos anteriores, não há direito assegurado à autora, ora recorrida. XIX - Diante desta circunstância, pode-se afirmar que a imposição de incidência de índice de reajuste de preços de forma não acordada pelas partes e de forma retroativa retira o próprio pressuposto fático que fundamentou a prorrogação/renovação, qual seja, a vantajosidade da contratação. XX - Merece registro, ainda - e a título meramente ilustrativo - que a recorrida abdicou de seu direito ao reajuste em momento oportuno para obter a renovação da relação contratual e posteriormente, após o final da vigência do contrato, cobra tais reajustes de maneira retroativa. Diante desse contexto, malferiu aos postulados da probidade e da boa-fé, de forma que o acórdão que tutelou a pretensão da recorrida também vilipendiou os arts. 133 e 422 do Código Civil. XXI - Assim, à luz das premissas fixadas no acórdão objurgado, a recorrida, após o encerramento da relação contratual, veio a juízo pleitear o pagamento de diferenças retroativas relativas a reajustes que seriam previstos no contrato. Todavia, como igualmente assentado nas mesmas premissas, não houve qualquer manifestação da recorrida no sentido de exercer seu direito ao reajuste em

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	momento oportuno, somente vindo a fazê-lo quando se aproximava o termo final da relação contratual. XXII - Ao que se tem, o não exercício do direito ao reajuste, de maneira reiterada ao longo do tempo durante a execução do contrato, gerou no recorrente a expectativa de que a recorrida havia renunciado ao seu direito, uma vez que não lhe faltaram oportunidades para tanto. XXIII - Consequentemente, deve prevalecer no caso, diante das particularidades da causa, o dever de boa-fé que deve nortear as relações, antes, durante e após a execução dos contratos, não observado pela parte recorrida, sobretudo em relação a vedação ao comportamento contraditório (venire in contra factum proprium) e da supressio, subprincípios da boa-fé objetiva. Nesse sentido: REsp n. 1.202.514/RS, relatora Ministra Nancy Andrighi, Terceira Turma, DJe de 30/6/2011; REsp n. 1.803.278/PR, relator Ministro Ricardo Villas Bôas Cueva, Terceira Turma, julgado em 22/10/2019, D Je de 5/11/2019) XXIV - Com efeito, o princípio da boa-fé objetiva "torna inviável a pretensão da recorrente, de exigir retroativamente valores a título de diferença, que sempre foram dispensados, frustrando uma legítima expectativa, construída e mantida ao longo de toda a relação contratual pela recorrida" (REsp n. 1.323.404/GO, relatora Ministra Nancy Andrighi, Terceira Turma, julgado em 27/8/2013, D Je 5/9/2013). XXV - Portanto, ainda que os termos aditivos de renovação da vigência do prazo do contrato tenham mantido inalterada a cláusula do contrato inicial que previa o direito ao reajuste do valor pactuado - argumento aduzido na decisão recorrida para garantir o direito ao reajuste da recorrida -, o não exercício deste direito em momento oportuno, de forma reiterada por parte da recorrida, gerou no recorrente a legítima expectativa de que esta não fosse mais exercê-lo. XXVI - Ou seja, ainda que mantida a previsão genérica do direito ao reajuste nas renovações contratuais, o fato de não ter havido qualquer manifestação, expressa ou tácita, da recorrida no sentido de exercer efetivamente tal direito quando presentes os requisitos necessários para tanto, gerou no recorrente a expectativa de que, a cada renovação, a recorrida renunciava o direito de reajuste pelos últimos doze meses passados. XXVII - Correta a decisão agravada que deu provimento ao recurso especial do Estado de Mato Grosso do Sul julgando improcedente a pretensão e invertendo-se os ônus sucumbenciais. XXVIII - Agravo interno improvido. (AgInt nos EDcl no AREsp n. 2.491.214/MS, relator Ministro Francisco Falcão, Segunda Turma, julgado em 19/2/2025, DJEN de 24/2/2025.) DIREITO CIVIL E PROCESSUAL CIVIL. AGRAVO INTERNO. SERVIÇO DE TRANSPORTE RODOVIÁRIO DE CARGA. VALE-PEDÁGIO. MULTA DO ART. 8º DA LEI Nº 10.209/2001. PAGAMENTO DO VALE-PEDÁGIO INCLUÍDO NA NOTA FISCAL. PRINCÍPIO DA BOA-FÉ CONTRATUAL. REEXAME FÁTICO-PROBATÓRIO. IMPOSSIBILIDADE. SÚMULA Nº 7/STJ. AGRAVO INTERNO DESPROVIDO. I. CASO EM EXAME 1. Agravo interno interposto por TRANSPORTES REBOOK LTDA. contra decisão que negou seguimento ao recurso especial fundamentado no art. 105, III, alíneas a e c, da Constituição Federal. A demanda principal versa sobre a aplicação da multa prevista no art. 8º da Lei nº 10.209/2001, em razão de suposto descumprimento da obrigação de antecipação do vale-pedágio pelo embarcador. O Tribunal de origem afastou a multa, reconhecendo o pagamento do vale-pedágio incluído nas notas fiscais, fundamentado no princípio da boa-fé contratual. II. QUESTÃO EM DISCUSSÃO 2. Há duas questões em discussão:(i) determinar se o pagamento do vale-pedágio integrado à nota fiscal caracteriza o cumprimento da obrigação prevista na Lei nº 10.209/2001;(ii) avaliar se a aplicação da multa pode ser revista sem incorrer em reexame de provas, vedado pela Súmula nº 7/STJ. III. RAZÕES DE DECIDIR 3. O embarcador cumpre sua obrigação quanto ao vale-pedágio ao demonstrar que o valor correspondente foi efetivamente pago e incluído na nota fiscal emitida, considerando a prática contratual acordada entre as partes . 4. Invoca-se o princípio da boa-fé contratual (venire contra factum proprium), que veda à parte alegar ilegalidade em conduta que ela mesma adotou reiteradamente no decorrer da relação comercial. 5. O ônus de comprovação do descumprimento da obrigação de antecipação do vale-pedágio recai sobre o transportador, conforme os arts. 373, I, do CPC/2015 e jurisprudência do STJ. 6. A revisão da decisão exigiria análise do conjunto fático-probatório para apurar se o pagamento do vale-pedágio ocorreu ou não, o que encontra óbice na Súmula nº 7 do STJ. IV. AGRAVO INTERNO DESPROVIDO. (AgInt nos EDcl no AREsp n. 2.668.777/SP, relator Ministro Carlos Cini Marchionatti (Desembargador Convocado Tjrs), Terceira Turma, julgado em 17/2/2025, DJEN de 20/2/2025.) <span style="font-

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	size: 14pt; font-family: Arial, sans-serif;">PROCESSUAL CIVIL. AGRAVO INTERNO NO AGRAVO EM RECURSO ESPECIAL. AÇÃO REDIBITÓRIA. TEMAS NÃO DEBATIDOS. PREQUESTIONAMENTO. AUSÊNCIA. APLICAÇÃO DA SÚMULA N. 211 DO STJ. PREQUESTIONAMENTO IMPLÍCITO. NÃO OCORRÊNCIA. AUSÊNCIA DE IMPUGNAÇÃO AOS FUNDAMENTOS DO ACÓRDÃO RECORRIDO. INCIDÊNCIA DA SÚMULA N. 283 DO STF, POR ANALOGIA. CONCORDÂNCIA COM O VALOR APRESENTADO. IMPUGNAÇÃO. VENIRE CONTRA FACTUM PROPRIUM. AGRAVO INTERNO NÃO PROVIDO. 1. As matérias pertinentes aos arts. 114 e 115, I do NCPC não foram objeto de debate prévio nas instâncias de origem, a despeito da oposição de embargos de declaração. Ausente, portanto, o devido prequestionamento nos termos da Súmula n. 211 do STJ. 2. Esta Corte admite o prequestionamento implícito dos dispositivos tidos por violados, desde que os temas correspondentes tenham sido expressamente discutidos no Tribunal local, o que não ocorreu na hipótese dos autos. 3. A falta de impugnação a fundamento suficiente para manter o acórdão recorrido acarreta o não conhecimento do recurso. Inteligência da Súmula n. 283 do STF, aplicável, por analogia, ao recurso especial. 4. É firme, no âmbito do STJ, a compreensão de que é vedado o comportamento contraditório (venire contra factum proprium), a impedir que a parte, após praticar ato em determinado sentido, venha a adotar comportamento posterior contraditório. 5. Agravo interno não provido. (AgInt no AREsp n. 2.423.648/PE, relator Ministro Moura Ribeiro, Terceira Turma, julgado em 11/11/2024, DJe de 13/11/2024.) <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ao que se observa, o não exercício do direito de rescisão previsto em contrato, de forma reiterada e prolongada ao longo da execução do termo pactuado, gerou no recorrente a expectativa legítima de que a recorrida havia renunciado ao seu direito, especialmente porque não faltaram oportunidades para que manifestasse sua intenção de exercer tal direito. Essa conduta omissiva e consistente da recorrente, ao longo do tempo, criou uma situação em que o recorrida passou a confiar na estabilidade das condições pactuadas, sem prever a possibilidade de alterações retroativas. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Essa expectativa está alinhada com os princípios da boa-fé objetiva e da segurança jurídica, que vedam condutas contraditórias ou surpreendentes que possam prejudicar uma das partes. A renúncia tácita ao direito de rescindir o pacto, inferida pela inércia prolongada da recorrida, reforça a ideia de que os atos e omissões das partes devem ser interpretados à luz da lealdade e da confiança recíproca, pilares fundamentais das relações contratuais. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Dessa forma, o promitente comprador, ao não exercer seu direito ao reajuste de maneira reiterada, acabou por criar uma situação jurídica consolidada, da qual não pode se desvencilhar sem violar os princípios que regem o direito contratual. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Portanto, a conduta do agravante, ao usufruir do imóvel por três anos sem contestar a validade do contrato ou buscar a rescisão, e só requerer a rescisão após a cobrança dos valores remanescentes, revela uma inconsistência que contraria os princípios da boa-fé objetiva. <p class="MsoNormal" style="text-align: justify; text-indent: 70.85pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Assim sendo, entendo que, neste momento, a resolução contratual não pode ser atribuída aos promitentes vendedores, mas sim decorre de circunstâncias alheias à sua vontade, qual seja, o inadimplemento dos compradores. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Em relação as benfeitorias, estas são melhoramentos ou bens acessórios introduzidos no bem imóvel (bem principal) por quem detém sua posse, com o objetivo de aperfeiçoar seu uso, evitar

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	sua deterioração ou destruição, ou ainda para embelezá-lo e torná-lo mais agradável.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> No caso em análise, o processo está amplamente instruído com prova documental, por meio da qual a parte recorrida comprova, com base nos documentos juntados aos autos de origem, ser tanto legítima proprietária do imóvel objeto da lide. Além disso, demonstra ter notificado os compradores para que efetuassem o pagamento devido, o qual não foi realizado, ensejando o desfazimento do negócio jurídico</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> De acordo com o princípio da gravitação jurídica, as benfeitorias, por serem bens acessórios, acompanham o destino do bem imóvel (bem principal). Assim, quando o imóvel retorna à posse do proprietário (possuidor indireto), os melhoramentos realizados pelo possuidor direto podem integrar o patrimônio do proprietário.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O possuidor que realiza benfeitorias tem direitos assegurados pelos arts. 1.219 e 1.220 do Código Civil de 2002. Esses direitos variam conforme a natureza das benfeitorias e a boa-fé ou má-fé do possuidor.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> De fato, conforme estabelece o art. 1.219 do Código Civil de 2002, o possuidor de boa-fé tem direito à indenização pelas benfeitorias necessárias e úteis que realizou no imóvel. Além disso, possui o direito de retenção sobre o bem principal, não sendo obrigado a devolvê-lo até que seu crédito, referente a essas benfeitorias, seja integralmente satisfeito.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Sobre o tema, ORLANDO GOMES classifica, o direito de retenção como um efeito da posse, que “ consiste na faculdade de não restituir a coisa enquanto não for indenizado do seu valor”, razão pela qual referido direito “assegura a conservação do bem alheio a quem é credor de dívida relativa a esse bem”, de forma que “o jus retentionis é remédio defensivo de ação pronta e decisiva, para compelir o devedor ao cumprimento da obrigação prevista na lei” (GOMES, Orlando. Direitos Reais, 21ª ed., Rio de Janeiro: Forense, 2012, p. 83).</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> VENOSA complementa que o direito de retenção por benfeitorias configura uma “ modalidade de garantia no cumprimento de obrigação”, uma vez que, por meio da retenção, o possuidor exerce uma coerção sobre o retomante para que este efetue o pagamento. Assim, o direito de retenção é utilizado como uma modalidade de defesa do possuidor, que se recusa a entregar o bem até que a obrigação correspondente seja satisfeita (VENOSA, Sílvio de Salvo. Direito Civil: Direitos Reais, 13ª ed., São Paulo: Atlas, 2013, p. 109, sem destaque no original).</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Entretanto, cessada a boa-fé, todas as benfeitorias realizadas no imóvel passam a ser regidas pelo art. 1.220 do Código Civil de 2002, aplicando-se, portanto, as regras relativas às benfeitorias introduzidas pelo possuidor de má-fé. Nessa hipótese, apenas as benfeitorias necessárias serão passíveis de ressarcimento, não cabendo ao possuidor o direito de retenção pelo valor correspondente a essas melhorias.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Sobre o tema, a Terceira Turma do STJ concluiu que " o direito de retenção assegurado ao possuidor de boa-fé não é absoluto [haja vista que] pode ele ser limitado pelos princípios da vedação ao enriquecimento sem causae da boa-fé objetiva, de forma que a retenção não se estenda por prazo indeterminado e interminável” (REsp 613.387/MG, Terceira Turma, DJe 10/12/2008).</p><p class="MsoNormal"

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	style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ademais, de acordo com a jurisprudência da Corte Cidadania, a utilização do imóvel objeto de contrato de compra e venda implica o pagamento de aluguéis ou taxa de ocupação pelo período de permanência, independentemente de quem tenha causado o desfazimento do negócio. Esse entendimento fundamenta-se no princípio da vedação ao enriquecimento sem causa, assegurando ao proprietário uma contraprestação pelo uso do bem alheio.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O pagamento de aluguéis ou taxa de ocupação não se equipara a perdas e danos, pois não depende da comprovação de ato ilícito ou da aferição de boa-fé ou má-fé do adquirente. Trata-se de uma obrigação decorrente do exercício da posse, devida pelo período total em que o imóvel foi utilizado, com o objetivo de evitar o enriquecimento indevido.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Nesse velejar, o STJ reforça que “ o pagamento de aluguéis não envolve discussão acerca da licitude ou ilicitude da conduta do ocupante”, uma vez que o ressarcimento é devido com base no princípio legal que veda o enriquecimento sem causa. Assim, ninguém pode usufruir de um bem alheio sem a devida contraprestação (REsp 1613613/RJ, Terceira Turma, DJe 18/06/2018).</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Verifica-se, assim, uma tensão entre o direito de propriedade e o direito de retenção, uma vez que o agravante não contesta o direito dos agravados de reassumirem a posse do imóvel, diante do desfazimento do contrato de promessa de compra e venda.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Dessarte, considerando que a contraprestação pelo uso do bem, seja por meio de aluguéis ou taxa de ocupação, tem como fundamento a vedação ao enriquecimento sem causa do adquirente, e dado que o direito de retenção não é absoluto, o crédito que o adquirente possui pelas benfeitorias deve ser compensado com os valores devidos referentes aos aluguéis ou taxa de ocupação. Esse entendimento encontra respaldo na aplicação analógica do art. 1.221 do Código Civil de 2002, que estabelece que “ as benfeitorias compensam-se com os danos”.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Como consequência, mesmo que o adquirente possua direito de retenção por benfeitorias, não pode ser isento da obrigação de pagar ao vendedor aluguéis ou taxa de ocupação pelo período em que utilizou o imóvel alheio.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Dessa forma, o fator determinante para o exercício do direito de retenção é o valor da indenização correspondente às benfeitorias, que pode ser compensado com os aluguéis ou taxa de ocupação devidos pelo uso do imóvel alheio. Essa compensação visa evitar o enriquecimento sem causa do adquirente em detrimento do vendedor.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O agravante, ainda que alegue a existência de benfeitorias, não especifica quais foram realizadas nem informa os valores correspondentes, limitando-se a afirmar, de maneira genérica, que elas existem, justificando essa alegação com o longo período de regularização do imóvel.</p><p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Entretanto, o direito de retenção não justifica a permanência dos agravantes no imóvel, especialmente diante da obrigação de pagar indenização pelo período de ocupação,

Processo	3003022-02.2025.8.06.0000
	contado a partir da data em que a posse lhes foi transferida (em agosto de 2021). <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Nesse sentido, trago aresto recente desta Corte de Justiça: AGRAVO DE INSTRUMENTO. AÇÃO DECLARATÓRIA DE RESCISÃO CONTRATUAL C/C INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS. CONTRATO DE PROMESSA DE COMPRA E VENDA DE IMÓVEL. DECISÃO INTERLOCUTÓRIA QUE DETERMINOU A DESOCUPAÇÃO DO BEM. INADIMPLEMENTO INCONTROVERSO. VÍCIO DE CONSENTIMENTO. AUSÊNCIA DE PROVA CONCRETA. DIREITO DE RETENÇÃO POR BENFEITORIAS QUE NÃO JUSTIFICA A PERMANÊNCIA NO IMÓVEL DIANTE DA POSSIBILIDADE DE PAGAMENTO DA TAXA DE USO PELO TEMPO DE OCUPAÇÃO. RECURSO CONHECIDO E DESPROVIDO. 1. Trata-se de agravo de instrumento com pedido de efeito suspensivo interposto contra a decisão interlocutória que determinou a desocupação do imóvel pelos requeridos/agravantes, no prazo de 30 (trinta) dias, nos autos da ação declaratória de rescisão contratual c/c indenização por danos morais e materiais nº 0147001-80.2019.8.06.0001. 2. No caso, foi firmado entre os litigantes um contrato de promessa de compra e venda em 10.06.2019, conforme documento que repousa às fls. 26/27 dos autos de origem. Por meio dele, foi pactuado o preço de R$ 150.000,00, com pagamento de sinal de R$ 80.000,00 e o restante em 24 parcelas mensais e sucessivas de R$ 2.916,66, vencendo-se a primeira em 10.09.2019. Ocorre que os próprios agravantes confirmam que não efetuaram o pagamento em razão dos gastos com a reforma do imóvel. 3. Também não há, até o momento, qualquer prova da coação sofrida pela agravante no momento da celebração do pacto, ônus que lhe compete. Além disso, ela mesma se declara como corretora de imóveis e, assim, supõe-se ter noção das tratativas de aquisição e dos valores reais dos imóveis, especialmente do que estava adquirindo naquele momento. Por isso, não há como acolher, pelo menos neste juízo precário de cognição, a alegação de vício de consentimento, até porque tal circunstância não se presume, isto é, exige prova de sua efetiva ocorrência. 4. Além disso, o direito de retenção não justifica a permanência dos agravantes no imóvel, principalmente diante da obrigação dos devedores de pagar indenização pelo tempo em que ocuparam o bem, desde a data em que a posse lhes foi transferida (em abril de 2019), sob pena de enriquecimento ilícito, possibilitando a compensação, nos termos do art. 1.221 do Código Civil. 5. Recurso conhecido e desprovido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer do recurso, para lhe negar provimento, nos termos do voto do Desembargador Relator. Fortaleza/CE, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (Agravo de Instrumento - 0636778-72.2023.8.06.0000, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 29/05/2024, data da publicação: 29/05/2024) <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Em relação à alegação de cerceamento do direito de defesa, não se verifica qualquer vício nesse aspecto, uma vez que o Código de Processo Civil, em seus arts. 300 e 561, assegura o direito de reintegração de posse de forma antecipada, desde que cumpridos os requisitos legais. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ademais, o direito à moradia, previsto no artigo 6º da Constituição Federal de 1988, é um direito fundamental que visa assegurar a todos os cidadãos condições dignas de habitação. No entanto, esse direito não é absoluto e não pode ser invocado para justificar o inadimplemento de obrigações contratuais, especialmente quando há um direito de propriedade e um contrato válido em vigor. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> O direito à moradia não pode ser usado como justificativa para descumprir obrigações contratuais. Caso contrário, haveria um desequilíbrio nas relações jurídicas, prejudicando a segurança jurídica e a confiança nos contratos. <span style="font-size:

Processo	3003022-02.2025.8.06.0000
	14pt; line-height: 150%; font-family: Arial, sans-serif;">Por todo o exposto, neste juízo perfunctório dos autos, reputo presentes os requisitos necessários à tutela provisória perseguida pelos autores e concedida pelo juízo a quo, razão pela qual resta inviável suspender a reintegração de posse deferida em primeira instância. Entretanto, ponderando os elementos do caso concreto e considerando os princípios da proporcionalidade e razoabilidade processual, modifico a decisão recorrida para ampliar o prazo de desocupação voluntária do imóvel de 30 (trinta) para 90 (noventa) dias, contados da regularização das custas processuais na origem, em razão da revogação da gratuidade judiciária. <p class="MsoNormal" style="text-align: justify; text-indent: 70.45pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Ressalto, por fim, que a cognição exauriente será realizada pelo juízo de primeiro grau a quem caberá a análise aprofundada sobre o direito que aqui se discute em sede de Agravo de Instrumento, recurso de cognição sabidamente limitada. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> ISSO POSTO , conheço do presente recurso e, no mérito, dou-lhe parcial provimento, unicamente para ampliar o prazo de desocupação do imóvel para 90 (noventa) dias, a contar da regularização das custas processuais na origem. Declaro prejudicado o julgamento do agravo interno. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> É como voto. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> Fortaleza, data e hora da assinatura digital. <p class="MsoNormal" style="text-align: justify; text-indent: 70.9pt; line-height: 150%; mso-pagination: widow-orphan; mso-hyphenate: auto; mso-layout-grid-align: none; text-autospace: none; mso-vertical-align-alt: auto;"> <!--[if supportFields]><span style="font-size:14.0pt;font-family:"Arial",sans-serif; mso-font-kerning:0pt;mso-bidi-language:AR-SA" mce_style="font-size:14.0pt;font-family:"Arial",sans-serif; mso-font-kerning:0pt;mso-bidi-language:AR-SA">MERGEFIELD "Relator do Processo com Tratamento#Retorna o relator com tratamento=801@PROC"<![endif]-->

Processo	3003022-02.2025.8.06.0000
	DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA <!--[if supportFields]><span style="font-size:14.0pt;font-family:"Arial",sans-serif;mso-font-kerning:0pt; mso-bidi-language:AR-SA" mce_style="font-size:14.0pt;font-family:"Arial",sans-serif;mso-font-kerning:0pt; mso-bidi-language:AR-SA"><![endif]--> <!--[if supportFields]><span style="font-size:14.0pt;font-family:"Arial",sans-serif; mso-font-kerning:0pt;mso-bidi-language:AR-SA" mce_style="font-size:14.0pt;font-family:"Arial",sans-serif; mso-font-kerning:0pt;mso-bidi-language:AR-SA">MERGEFIELD "Designição do relator atual do processo com gênero#Designição do relator atual do processo considerando seu gênero=933@PROC"<![endif]--> Relator<!--[if supportFields]><span style="font-size:14.0pt;font-family:"Arial",sans-serif;mso-font-kerning:0pt; mso-bidi-language:AR-SA" mce_style="font-size:14.0pt;font-family:"Arial",sans-serif;mso-font-kerning:0pt; mso-bidi-language:AR-SA"><![endif]-->

Processo	0200530-43.2024.8.06.0064
Número de ordem	45
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Obrigação de Fazer / Não Fazer
Polo ativo	MARIA EUZILENE CAETANO DA SILVA
Advogado(s) - Polo ativo	Não informado
Polo passivo	Helena
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

Processo	0200530-43.2024.8.06.0064
Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center"> src="

Processo	0200530-43.2024.8.06.0064
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	0mFzi6+Z8++rKysGTNmREWZ7lRl/P+2hjzvF/4e8egjly5fmTfvvRGjRnRs0w6YsRXffvXA6q1Tvp5Z0UenwqXO1xvQABkHCmmiZ/74ziudRulp5umlrwE7icmokqS+IA0dn6WKlAyO1YyPG/jVz5+QUTS0LCReWPjRp02apM+aNRPcjND8H8LiVmvVssWc2bOWfPrVpTNXxj4zGrqpI8Y81KdXl1GTnj9oLcDbJwB/CJrqyJMloCumtmvWZ0/B8SJHzROd+y3P3YfhnILJOE4ByAU6RXbJhqPO5c+/99hTj6ta5dO1i9dXrFz+9DNj2tx0QG990ddfbA38nRtAY1OapqdNf+XAgcMzZ86aPHlibGws1P8Hfvv1/VkfzP51pTSgEUCFfSIK6yighgyMWvmGIEstUpoCjIT/QZOSwCTRiIMrnv6Vqat/WB+fmoS+JA3DV65c7XQ6F324CEWQ/ymQ2yAnYze8XEQOy4COXL9+93Tp0nnO7PcGDxo4YFA/UZTfnvtW9909hs+ZELg3FrOwKi8SBFnpqFZNBCDoK64yimZEgcdoEpU47i2bmvHQ4u0fKejQPeB0eRcuXDjsvsHPPDMm8kEN/kVnDY9FhMZwrabRYNB9uHj+ujXr5y9Y/NrrUxUg9xt8b2XLrPsnjz5mdWAtdHIoRANWhjY31D2AkGSRYhSRxwwHKta+sHjoEw+HhBBHc3t27zmelTXr7bfMN0P74A73JN9Ouyty8c8PkfMy+vHSkoq335gx/oVxTTOa6JPMRzf+Nn78xGUn9oMesYJPwhQCRyU8YcCRolu2Hak69/mOpPZNZFmGQCxa9FFiYvzsd2f9bx/RUO2ufM/E/7c1Sk5YuOj9+QsXt2je4pGHh4lq+LsVXzeZPe/NQz/ivePlYAiqWcWKgxKh0xXu+Jb9hB2VONTUVEM/66WXJmZmpt+9r0G81e46FrcyOARBzHzrjTVr1n/08WdTX3tZFEJvzJ7JLjS+cuQTcE8yXBigFHTNNfy+YSdmRgcYQv9i79698+bNNRgMd+e7PP+13XUsbspz/XyOHv346dNnZsyYOWfObMimU96YEpaCb+b8CJqaWlzCszbukY2oeGHr1u1lZcWzZtWvi5uFs3e3/U1rJNIiRlHHjh3s9tj33ntv+vTpOK574+0ZFyeWrNu588iWE5IZnY227PsVRqMBGq9/Z9/A34+F9hs0apQ4deprs2fPgUuAIKjv5i+eePZJWxLaFP798uVxcXFDH7j/1tnCf1v3/lYs8PovQUDXUVHmGTOmffjholmz3hEA3v2envDJrdt+Mej1EAhw15TFv2l/Kxb/0qKjYx599NFPPvnk1Vdf4/lwYVHJ9eu5b0yfikpt1P9wRtrdaP9NLOCSadmy5fnzFy9cuNimTesVK1Yu1L4NQG64ryy7o/bfxCLSRo8eNWfO+85a9yhtSx/QvsrkLn0j9r9v/00sbvHikCGDV/+w5vMvPr4Vj/k7KfNW++/LBVwrbdu2tr/+SuRBA36n3522/we/9pD2DavOCwAAAABJRU5ErkJggg==" alt="" /> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA <h1 class="western" style="margin-right: -1.04cm; text-indent: -1cm; break-after: avoid; text-align: center;"> GABINETE DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA </h1> Processo: 0200530-43.2024.8.06.0064 APELANTE: MARIA EUZILENE CAETANO DA SILVA APELADO: Helena Ementa: DIREITO CIVIL. APELAÇÃO CÍVEL. AÇÃO DE OBRIGAÇÃO DE FAZER. TRANSFERÊNCIA DE PROPRIEDADE DE VEÍCULO. AUSÊNCIA DE PROVA DA VENDA. MANUTENÇÃO DA SENTENÇA DE IMPROCEDÊNCIA. RECURSO DESPROVIDO. I. CASO EM EXAME 1. Apelação Cível contra sentença que julgou improcedente a Ação de Obrigação de Fazer ajuizada para compelir a parte ré à transferência de propriedade de veículo automotor, bem como à assunção de responsabilidade por infrações e tributos incidentes após a venda. II. QUESTÃO EM DISCUSSÃO 2. A questão em discussão consiste em saber se é possível compelir a transferência de propriedade e atribuir responsabilidade pelas infrações e tributos incidentes após a venda, na ausência de prova documental da alienação do veículo. III. RAZÕES DE DECIDIR 3. De acordo com o art. 123 e o art. 134 do CTB, a responsabilidade pela transferência de propriedade recai sobre o comprador, cabendo ao vendedor comunicar a venda ao órgão competente,

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	sob pena de responsabilidade solidária. 4. A jurisprudência do STJ admite a mitigação da responsabilidade prevista no art. 134 do CTB, desde que comprovada a venda do veículo. 5. Inexistência nos autos de contrato de compra e venda ou documento hábil que comprove a transação. Inviabilidade de acolhimento da pretensão com base apenas em boletim de ocorrência. 6. Aplicação do ônus da prova previsto no art. 373, inciso I, do CPC/2015, não observado pela parte autora. IV. DISPOSITIVO E TESE 7. Recurso conhecido e desprovido. Tese de julgamento: "1. A ausência de prova documental da alienação do veículo impede a atribuição da responsabilidade exclusiva pelas infrações e tributos ao suposto comprador. 2. A improcedência da ação é medida que se impõe diante da inobservância do ônus da prova pelo autor." Dispositivos relevantes citados: CTB, arts. 123 e 134; CC, art. 373, I. Jurisprudência relevante citada: STJ, AgInt no REsp 1832627/SP, Rel. Min. Manoel Erhardt, 1ª Turma, j. 17.05.2021; STJ, AgInt no REsp 1791704/PR, Rel. Min. Benedito Gonçalves, 1ª Turma, j. 02.12.2019. ACÓRDÃO: Acordam os integrantes da Eg. 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer e negar provimento ao Recurso de Apelação Cível, de acordo com o voto do eminente Relator. Fortaleza, data e hora da assinatura digital. Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator RELATÓRIO Cuida-se de Recurso de Apelação que visa a reforma da sentença proferida pelo magistrado atuante na 2ª Vara Cível da Comarca de Caucaia e que entendeu pela improcedência da Ação Ordinária movida por MARIA EUZILENE CAETANO DA SILVA em face de HELENA. Em suma, na origem, a parte autora alega que em 2021 vendeu à requerida, por meio de contrato verbal, veículo automotor de marca HONDA, modelo 125 FAN KS, de placas OCG2C41, na cor predominante PRETA, ano 2011, ano/modelo 2011, CHASSI 9C2JC411GBR713365, RENAVAM 00322703913. Alega que a requerida não procedeu a devida transferência do veículo o que ocasionou a cobrança de multas por infração de trânsito e cobrança de tributos em nome da parte requerente. Ajuizou a presente ação com o fito de compelir a promovida a transferir a propriedade do veículo, bem como se responsabilizar por atos praticados a bordo do veículo, como por multas, pontuações, infrações, tributos e licenciamento referente ao veículo. Citada, a parte requerida quedou-se inerte, sendo decretada a sua revelia (ID 18081555), oportunidade em que a parte promovente foi intimada para, querendo, apresentar provas, deixando transcorrer in albis o prazo (ID 18081561). O magistrado de piso, então, proferiu sentença de mérito na qual entendeu pela improcedência do feito

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	(ID 18081562). Inconformada a requerente ingressou com Recurso de Apelação (ID 18081564) por meio do qual impugna a sentença buscando a procedência da ação, tendo em vista que não efetivada pela parte requerida a transferência do veículo adquirido, é sua a responsabilidade pelas despesas dele decorrentes a partir da transação. Não foram apresentadas contrarrazões. É o Relatório. Decido. VOTO Prima facie, preenchidos que foram todos os requisitos de admissibilidade, conheço o recurso. A querela cinge-se a aferir se acertada a sentença proferida pelo magistrado de piso e que entendeu pela parcial procedência da Ação de Obrigação de fazer proposta pelo apelado no sentido de condenar a empresa requerida no ressarcimento de danos materiais sofridos pela autora e decorrentes da não transferência do veículo transacionado pelas partes. No mérito, a transferência de veículo é a alteração da propriedade de um automóvel, moto ou outro tipo de veículo automotor. Quando você adquire um veículo usado, por exemplo, é necessário realizar a transferência para que o comprador e novo proprietário conste nos registros do Detran. Sobre o tema, o art. 123 do Código de Trânsito Brasileiro preceitua que, em caso de transferência da propriedade, o ônus de realizar a transferência administrativa do bem compete ao comprador. Confira-se a redação do referido dispositivo: Art. 123. Será obrigatória a expedição de novo Certificado de Registro de Veículo quando: I - for transferida a propriedade; (...) §1º. No caso de transferência de propriedade, o prazo para o proprietário adotar as providências necessárias à efetivação da expedição do novo Certificado de Registro de Veículo é de trinta dias, sendo que nos demais casos as providências deverão ser imediatas. Conforme disposto no artigo 134 do Código de Trânsito Brasileiro, o proprietário anterior de um veículo tem o dever de comunicar à autoridade de trânsito estadual, no prazo de 30 dias, a alienação do bem, mediante a apresentação de cópia autenticada do comprovante de transferência. A inobservância desse preceito legal acarreta a responsabilidade solidária do alienante pelas penalidades impostas ao veículo até a data da comunicação da transferência. Confira-se: Art. 134. No caso de transferência de propriedade, expirado o prazo previsto no §1º do art. 123 deste Código sem que o novo proprietário tenha tomado as providências necessárias à efetivação da expedição do novo Certificado de Registro de Veículo, o antigo proprietário deverá encaminhar ao órgão executivo de trânsito do Estado ou do Distrito Federal, no prazo de 60 (sessenta) dias, cópia autenticada do comprovante de transferência de propriedade, devidamente assinado e datado, sob pena de ter que se responsabilizar solidariamente pelas penalidades impostas e suas reincidências até a data da comunicação. Cumpre referir, ainda, acerca do disposto na legislação do Estado do Ceará, em especial a Lei n° 12.023/21, que em seu art. 10, inciso III, prevê que o proprietário do veículo automotor que o alienar e não comunicar a ocorrência ao órgão público competente é responsável solidário pelo pagamento do IPVA e dos seus respectivos acréscimos, in verbis: Art. 10. São responsáveis solidariamente pelo pagamento do imposto e, conforme o caso, pelos acréscimos incidentes: [...]; III - o proprietário de veículo automotor, que o alienar e não comunicar a ocorrência ao órgão público encarregado do registro e licenciamento, inscrição ou matrícula. Entretanto, o Superior Tribunal de Justiça tem adotado uma interpretação mais flexível do artigo 134, do Código de Trânsito Brasileiro, no sentido de que o antigo

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	proprietário de um veículo pode ser exonerado da responsabilidade solidária por infrações cometidas após a alienação, desde que demonstre, de forma inequívoca, existência da transação do bem que demonstre que em verdade a transferência de propriedade já havia sido efetivada, ainda que não tenha havido a devida comunicação ao órgão competente. Vejamos: ADMINISTRATIVO. AGRAVO INTERNO NO RECURSO ESPECIAL. MULTA. RESPONSABILIDADE SOLIDÁRIA ENTRE OS PROPRIETÁRIOS DO VEÍCULO. ART. 134 DO CTB. RESPONSABILIDADE MITIGADA. IMPOSSIBILIDADE DE COBRAR DA ANTIGA PROPRIETÁRIA, ESTANDO COMPROVADO QUE AS INFRAÇÕES QUE ENSEJARAM A PENALIDADE NÃO FORAM POR ELA COMETIDAS. AGRAVO INTERNO DA FAZENDA DOESTADO DE SÃO PAULO DESPROVIDO. 1. Cuida-se, na origem, de Ação Declaratória de inexistência de relação jurídica, com tutela antecipada, pleiteando a autora que seja declarado judicialmente não ser mais proprietária do bem desde a data da sua venda (19/5/2011), sendo expedido mandado judicial ao DETRAN para que este proceda à baixa do registro do veículo em seu nome, transferindo a responsabilidade do veículo para o corréu, bem como de todas as multas e eventuais tributos decorrentes da sua propriedade (fls. 02/03). 2. Conforme orientação jurisprudencial deste STJ, comprovada a transferência da propriedade do veículo, afasta-se a responsabilidade do antigo proprietário pelas infrações cometidas após a alienação, mitigando-se, assim, o comando do art. 134 do Código de Trânsito Brasileiro (AgRg no REsp 1.204.867/SP, Rel. Min. CESAR ASFOR ROCHA, DJe 06.09.2011). 3. Agravo Interno da FAZENDA DO ESTADO DE SÃO PAULO desprovido. (STJ - AgInt no REsp: 1832627 SP 2019/0245371-3, Relator: Ministro MANOEL ERHARDT (DESEMBARGADOR CONVOCADO DO TRF-5ª REGIÃO), Data de Julgamento: 17/05/2021, T1 - PRIMEIRA TURMA, Data de Publicação: DJe 20/05/2021) ADMINISTRATIVO E PROCESSUAL CIVIL. AGRAVO INTERNO NO RECURSO ESPECIAL. INFRAÇÃO DE TRÂNSITO. IMPOSIÇÃO DE MULTA. OBRIGAÇÃO PELA TRANSFERÊNCIA DO VEÍCULO. ARTIGO 134 DO CTB. INTERPRETAÇÃO MITIGADA. POSSIBILIDADE. PRECEDENTES. 1. No caso dos autos, houve comprovação de que as infrações impugnadas foram cometidas em datas posteriores à venda do veículo, embora a transferência junto ao órgão competente não tenha sido feita no mesmo momento. 2. A despeito da previsão expressa do artigo 134 do Código de Trânsito Brasileiro no sentido de serem solidariamente responsáveis o antigo e o atual proprietário de veículo com multas pendentes, esta Corte Superior firmou o entendimento de que sua interpretação deve ser mitigada. 3. Comprovado nos autos que a infração ocorreu em data posterior à da efetiva transferência da propriedade do veículo, fica afastada a responsabilidade do antigo proprietário, independente da comunicação ao órgão de trânsito competente. 4. Agravo interno não provido. (STJ - AgInt no REsp: 1791704 PR 2019/0008235-4, Relator: Ministro BENEDITO GONÇALVES, Data de Julgamento: 02/12/2019, T1 - PRIMEIRA TURMA, Data de Publicação: DJe 04/12/2019) Assim, a Corte Superior tem flexibilizado a aplicação da responsabilidade solidária prevista no art. 134, do CTB nos casos em que a venda do veículo seja inconteste e que as multas ocorram após a alienação. In casu, o autor narrou em sua inicial que, em 2021, vendeu à ré o veículo de marca HONDA, modelo 125 FAN KS, de placas OCG2C41, na cor predominante PRETA, ano 2011, ano/modelo 2011, CHASSI 9C2JC411GBR713365, RENAVAM 00322703913, mas sem que essa efetivasse a devida transferência junto ao DETRAN/Ce, o que ocasionou o recebimento de diversas multas por infração de trânsito em seu nome. Contudo, ao analisar o conjunto probatório, constata-se que, a despeito de decretada a revelia da parte requerida, não foi apresentado pela parte promovente nenhum contrato de venda formalizando a transação, nem mesmo cópia da transferência de propriedade assinada pelo autor, documentos essenciais para validar a alegação de que houve efetivamente uma negociação e venda do veículo. A ausência desses documentos torna a narrativa do autor vulnerável, pois, em processos dessa natureza, a simples alegação, sem a devida corroboração documental, não é suficiente para garantir o acolhimento do pedido. O autor não trouxe aos autos qualquer elemento concreto que confirmasse que a transação ocorreu conforme descrito. Em outras palavras, sem o contrato ou outros documentos que evidenciassem a venda e a devida transferência do veículo, as alegações do autor permanecem desprovidas de qualquer respaldo material, o que enfraquece sua pretensão. Em sede de especificação de provas, o autor também não pleiteou diligências adicionais ou qualquer outra prova documental que pudesse ser produzida para robustecer suas

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	alegações. A única prova apresentada foi o boletim de ocorrência, que não se presta como prova suficiente para demonstrar os fatos que o autor alega. O boletim de ocorrência, por sua natureza, é um documento unilateral, no qual o autor registra sua versão dos fatos, sendo uma declaração feita exclusivamente pela parte interessada. Embora tenha sua utilidade para formalizar a ocorrência de um fato perante a autoridade policial, ele não é capaz de comprovar, de forma conclusiva, as alegações do autor, especialmente sem o respaldo de outras provas que corroborassem a versão apresentada. O boletim de ocorrência, portanto, não se configura como um meio hábil de prova diante das controvérsias da causa, e muito menos se revela suficiente para comprovar a venda do veículo e a responsabilidade dos réus. No momento em que o autor ingressa com a presente ação, é seu dever apresentar, de forma robusta e consistente, as provas documentais que confirmem suas alegações, em respeito ao princípio do ônus da prova (art. 373, inciso I, do Código de Processo Civil), que impõe ao autor a responsabilidade de demonstrar o fato constitutivo de seu direito. Contudo, ao não apresentar provas mínimas, como o contrato de venda e a cópia da transferência do veículo, e ao não requerer diligências para coleta de outras provas, o autor falhou em cumprir seu ônus. Essa omissão, por sua vez, é relevante, pois, sem os meios de prova essenciais, o juiz se vê impedido de formar convicção sobre os fatos alegados e, consequentemente, de proferir uma decisão favorável ao autor. Em face do exposto, e diante da clara ausência de elementos probatórios, entendo que a sentença de improcedência se encontra bem fundamentada e deve ser mantida, pois não há base sólida para a condenação dos réus. O autor, ao não cumprir o ônus de demonstrar a veracidade de suas alegações com provas mínimas, inviabilizou a procedência de seu pedido. Diante da insuficiência probatória, a sentença de improcedência é a medida que se impõe. O autor não se desincumbiu do ônus da prova, e, sema apresentação de elementos mínimos que corroborem suas alegações, é impossível reconhecer a veracidade de suas afirmações. ISSO POSTO, conheço do Recurso de Apelação Cível, mas para negar-lhe provimento. É como voto. Fortaleza, data e hora na assinatura digital. DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA RELATOR

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Número de ordem	46
Órgão julgador	3º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	MARCOS WILLIAM LEITE DE OLIVEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Fornecimento de Energia Elétrica
Polo ativo	COMPANHIA ENERGETICA DO CEARA
Advogado(s) - Polo ativo	ANTONIO CLETO GOMES - (CE5864-A)
Polo passivo	MARIA LUIZA SOARES DA SILVA
Advogado(s) - Polo passivo	MATHEUS BRAGA BARBOSA - (CE31840-A) MACKSON BRAGA BARBOSA - (CE31841-A)
Terceiros	Não informado

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Acordão	<p style="margin-bottom: 0cm; line-height: 100%; orphans: 2; widows: 2;" align="center"> src="

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	pelo desabastecimento prolongado com fundamento em caso fortuito ou força maior; (ii) analisar se o valor da indenização por danos morais fixado em R$ 5.000,00 é adequado ou se merece majoração. III. RAZÕES DE DECIDIR 3. A concessionária de serviço público responde objetivamente pelos danos causados aos consumidores, nos termos do art. 37, § 6º, da Constituição Federal e do art. 14 do Código de Defesa do Consumidor, sendo desnecessária a comprovação de culpa. 4. A responsabilidade objetiva se mantém quando a concessionária não comprova, por documentos técnicos ou provas robustas, a existência de caso fortuito ou força maior que justifique a interrupção prolongada do serviço essencial. 5. A privação de energia elétrica por período superior a 20 dias, sem justificativa adequada e em afronta à Resolução nº 1.000/2021 da ANEEL, configura falha na prestação de serviço e dano moral in re ipsa, prescindindo de comprovação de prejuízo específico. 6. O valor fixado em R$ 5.000,00 observa os princípios da razoabilidade e proporcionalidade, considerando o período de interrupção, o caráter compensatório e pedagógico da indenização e precedentes jurisprudenciais análogos. IV. DISPOSITIVO E TESE 7. Recursos conhecidos e desprovidos. Tese de julgamento : (I) A concessionária de serviço público responde objetivamente pela falha na prestação de serviço consistente na interrupção prolongada e injustificada de energia elétrica. (II) A fixação do valor indenizatório deve respeitar os princípios da razoabilidade e proporcionalidade, à luz das circunstâncias do caso concreto e precedentes jurisprudenciais. Dispositivos relevantes citados : CF/1988, art. 1º, III e art. 37, § 6º; CDC, arts. 2º, 3º, 6º, VIII, 14 e 22; CPC/2015, art. 373, II; CC/2002, art. 186; Resolução ANEEL nº 1.000/2021, art. 362. Jurisprudência relevante citada : TJCE, Apelação Cível nº 0218813-17.2021.8.06.0001, Rel. Des. José Evandro Nogueira Lima Filho, j. 15.10.2024; TJCE, Apelação Cível nº 0201160-40.2023.8.06.0095, Rel. Des. Francisco Jaime Medeiros Neto, j. 18.02.2025; TJCE, Apelação Cível nº 0200230-32.2023.8.06.0124, Rel. Des. Maria Regina Oliveira Câmara, j. 22.05.2024; TJCE, Apelação Cível nº 0050723-62.2021.8.06.0125, Rel. Des. Cleide Alves de Aguiar, j. 15.05.2024. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a <!--[if supportFields]><span style="font-size:14.0pt;line-height:150%;font-family:"Arial",sans-serif; color:black" mce_style="font-size:14.0pt;line-height:150%;font-family:"Arial",sans-serif; color:black">MERGEFIELD "Órgão Julgador#Retorna o nome da vara onde está o processo=8@PROC"<span style="mso-element:field-

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	separator" mce_style="mso-element:field-separator"><![endif]-->3ª Câmara Direito Privado<!--[if supportFields]><span style="font-size:14.0pt;line-height:150%;font-family:"Arial",sans-serif; color:black" mce_style="font-size:14.0pt;line-height:150%;font-family:"Arial",sans-serif; color:black"><![endif]--> do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer dos recursos, mas para negar-lhes provimento, nos termos do voto do Relator. Fortaleza, data e hora da assinatura digital <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;"> <!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US">MERGEFIELD "Relator do Processo com Tratamento#Retorna o relator com tratamento=801@PROC"<![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA <!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US"><![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;"> <!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US">MERGEFIELD "Designiï¿½ï¿½o do relator atual do processo com gï¿½nero#Designiï¿½ï¿½o do relator atual do processo considerando seu gï¿½nero=933@PROC"<![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Relator<!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US"><![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;"> <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif;

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	mso-font-kerning: 0pt;"> <br style="mso-special-character: line-break; page-break-before: always;" /> RELATÓRIO Trata-se de recursos de apelação cível interpostos em face da sentença (fls. 113/119) proferida pelo MM. Juiz de Direito da 1ª Vara Cível da Comarca de Itapipoca/CE, que, nos autos de Ação Indenizatória ajuizada por Maria Luiza Soares da Silva em desfavor da Companhia Energética Do Ceará - Enel, que julgou parcialmente procedente a pretensão autoral, conforme dispositivo abaixo transcrito: “Ante o exposto, extingo o processo com resolução de mérito, nos termos do Art. 487, inciso I, do CPC, julgando PROCEDENTE a pretensão autoral para: i) confirmar a tutela de urgência, condenando a Requerida a providenciar o fornecimento de energia elétrica na unidade consumidora da Requerente; e ii) condenar a Requerida ao pagamento de indenização por danos morais no importe de R$ 5.000,00 (cinco mil reais),sobre quais os incidirão correção monetária pelo IPCA a partir do arbitramento, e juros de mora mensal pela Taxa SELIC deduzido o índice do IPCA a partir da citação (conforme previsto nos artigos 386 e 406 do CC com redação dada pela Lei nº 14.905/2024).” Irresignada, a parte companhia ré interpôs recurso de apelação (ID 19053278), no qual defende que houve uma interrupção de fornecimento de energia elétrica devido a caso fortuito e força maior, condições que isentariam a concessionária de responsabilidade. Argumenta também que todas as quedas de energia foram regularizadas em menos de vinte e quatro horas, conforme os prazos estabelecidos pela Resolução nº 1.000/2021 da Agência Nacional de Energia Elétrica (ANEEL). Destaca que não há prova de dano moral e afirma que a interrupção do serviço, quando ocasionada por força maior, como eventos climáticos, não configura ato ilícito ensejador de reparação moral. Sustenta que, ainda que se entenda devida alguma indenização, o valor arbitrado de R$ 5.000,00 é excessivo, configurando enriquecimento ilícito da parte autora. Ao final, a ENEL requer a reforma da sentença com a improcedência dos pedidos ou, alternativamente, a redução do valor arbitrado a título de danos morais. Recurso da parte autora (ID 19053281), em que relata ter ficado sem energia elétrica em sua residência por mais de 20 dias devido à queda dos fios elétricos, e, em diversas ocasiões, ter solicitado à Enel o reparo necessário, sem sucesso. A autora alegou que, apesar dos diversos protocolos de atendimento registrados junto à concessionária, o serviço não foi restabelecido no prazo adequado, conforme determina a Resolução nº 1.000/2021 da ANEEL. Diante disso, sustentou a negligência da Enel ao não realizar o reparo solicitado em tempo hábil, fato que lhe causou sérios transtornos materiais e morais em razão da privação de um serviço essencial, pleiteando a majoração do valor da indenização por danos morais para, no mínimo, R$ 10.000,00. Contrarrazões da Enel (ID 19053286). <p class="CorpodoTexto" style="margin-bottom: 0cm; text-align: justify; text-indent: 70.85pt;

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	line-height: 150%;"> Contrarrazões da parte autora (ID 19053287). É o relatório. Decido. VOTO Conheço dos recursos, visto estarem presentes os pressupostos intrínsecos e extrínsecos de admissibilidade. O ponto central do debate judicial consiste em determinar a responsabilidade da empresa concessionária pelo desabastecimento energético no domicílio da requerente por um período superior a 20 dias, ainda que tenham sido realizadas múltiplas reclamações. Inicialmente, assevero a necessidade de aplicação das regras consumeristas cabíveis à espécie, dentre elas aquela prevista no art. 6º, inciso VIII, do CDC, a qual versa sobre a inversão do ônus da prova em favor do consumidor, que é um dos mais relevantes instrumentos da legislação para a facilitação da defesa da parte consumidora, presumidamente hipossuficiente. Com isso, ao caso em análise aplica-se as regras dispostas no Código de Defesa do Consumidor, nos moldes dos arts. 2º, 3º e 22, pontuando-se que a prerrogativa da facilitação do acesso à justiça conferida ao consumidor não o isenta de comprovar a existência mínima do fato constitutivo do seu direito. Para mais, destaca-se que a responsabilidade civil consiste no instituto que visa garantir a reparação por danos morais ou o ressarcimento por danos materiais decorrentes de ato ilícito praticado por outrem. O ordenamento jurídico brasileiro, em regra, adota a responsabilidade civil subjetiva, exigindo, para sua configuração, a demonstração de conduta ilícita, dano, nexo de causalidade e culpa (art. 186 do CC/2002). Todavia, excepcionalmente, a lei prevê hipóteses de responsabilidade objetiva, nas quais se dispensa a comprovação de culpa. É o caso das pessoas jurídicas de direito privado prestadoras de serviços públicos, que respondem objetivamente pelos danos causados a terceiros, conforme disposto no art. 37, §6º, da Constituição Federal. No caso em análise, trata-se de hipótese de responsabilidade objetiva, pois a ré é concessionária de serviço público essencial (energia elétrica). Sobre a troca de titularidade a Resolução Normativa n.º 1000/2021 da ANEEL, dispõe que: Art. 362. A distribuidora deve restabelecer o fornecimento de energia elétrica nos seguintes prazos, contados de forma contínua e sem interrupção: I - 4 horas: para religação em caso de suspensão indevida do fornecimento; II - 4 horas: para religação de urgência de instalações localizadas em área urbana; III - 8 horas: para religação de urgência de instalações localizadas em área rural; <p class="CorpodoTexto" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm;

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	margin-left: 4.0cm; text-align: justify; line-height: normal;"> IV - 24 horas: para religação normal de instalações localizadas em área urbana; e V - 48 horas: para religação normal de instalações localizadas em área rural. § 1º Em caso de suspensão indevida: I - a contagem do prazo de religação inicia a partir da constatação da situação ou comunicação do consumidor e demais usuários, independentemente do dia e horário; e II - a distribuidora deve creditar ao consumidor e demais usuários a compensação disposta no art. 441. § 2º Em caso de religação normal ou de urgência: I - a contagem do prazo de religação inicia com a comunicação de pagamento, compensação do débito no sistema da distribuidora ou com a solicitação do consumidor e demais usuários se estas ocorrerem em dias úteis, das 8 horas às 18 horas, e, em caso contrário, a partir das 8 horas da manhã do dia útil subsequente; e II - o consumidor e demais usuários devem comprovar a quitação dos débitos se esta não tiver sido detectada no sistema da distribuidora. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; color: windowtext; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Diante dos elementos constantes nos autos, configura-se de forma incontroversa a responsabilidade civil objetiva da concessionária ré, nos termos do art. 37, §6º da Constituição Federal, pela demora injustificada no restabelecimento do fornecimento de energia na residência da autora. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; color: windowtext; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">A recorrente, embora detentora do ônus probatório quanto aos fatos impeditivos, modificativos ou extintivos do direito da autora (art. 373, II, do CPC), não logrou comprovar a existência de qualquer obstáculo que justificasse a demora no restabelecimento do serviço essencial, limitando-se a alegações genéricas e desprovidas de suporte fático. A ausência de documentos comprobatórios - como relatórios técnicos, ordens de serviço ou registros de manutenção - revela o descumprimento flagrante dos prazos estabelecidos na Resolução ANEEL nº 1.000/2021. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; color: windowtext; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">A interrupção prolongada no fornecimento de energia elétrica, serviço essencial à dignidade da pessoa humana (art. 1º, III, da CF/88), ultrapassa em muito a esfera do mero aborrecimento, configurando dano moral. O sofrimento decorrente da privação forçada de serviço básico por período superior a 20 dias, impõe o dever de reparação civil, tanto em sua função compensatória quanto pedagógica. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Por conseguinte, no tocante ao valor indenizatório, cumpre destacar que uma vez reconhecida em sentença a ocorrência do dano e a responsabilidade do fornecedor,

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	cabe ao julgador realizar tarefa árdua, qual seja, a fixação do numerário devido a título de reparação. Tal fixação deve observar critérios objetivos que conjuguem três finalidades essenciais da reparação civil: (i) compensatória, para amenizar o sofrimento da vítima; (ii) pedagógica, para desestimular condutas análogas; e (iii) punitiva moderada, como freio a novas violações. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Destaco que a quantificação do dano moral deve ser arbitrada de modo a evitar enriquecimento sem causa e para que sirva de lição pedagógica, evitando que o ilícito se repita, bem como para prestar à vítima uma satisfação pelos sofrimentos e abalos suportados. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">A respeito, sabe-se que deve o magistrado atentar-se a critérios de razoabilidade e proporcionalidade em observância às circunstâncias em que o ato ilícito foi cometido, às consequências da ofensa ao lesado, o grau de culpa do ofensor, à eventual contribuição do ofendido no evento danoso e à situação econômica das partes. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Portanto, no tocante ao montante indenizatório dos danos morais, embora não se possa evitar, afastar, substituir, ou quantificar o desgaste subjetivo sofrido pelo consumidor em valores monetários, certo é que o dinheiro representa efetivamente uma compensação. De fato, a indenização moral objetiva levar ao prejudicado um bem da vida, que lhe restitua parcialmente a sensação de justiça e, ainda, represente uma utilidade concreta. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Aliado à compensação, cabe ponderar sobre o caráter punitivo da reparação de danos morais. A punição deve ser entendida, obviamente, não no sentido penal, mas no sentido funcional, à guisa de exemplo para a continuidade da atividade empreendida pelo réu, prevenindo que a prática lesiva se repita com relação a outros clientes. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Como forma de definir o montante das indenizações por danos morais, o STJ tem trilhado o caminho do critério bifásico de fixação dos danos extrapatrimoniais: " Na primeira etapa, deve-se estabelecer um valor básico para a indenização, considerando o interesse jurídico lesado, com base em grupo de precedentes jurisprudenciais que apreciaram casos semelhantes. (...) Na segunda etapa, devem ser consideradas as peculiaridades do caso concreto, para fixação definitiva do valor da indenização, atendendo a determinação legal de arbitramento equitativo pelo juiz” (REsp nº 1.152.541/RS, Relator Ministro Paulo de Tarso Sanseverino, j. em 13.09.2011). <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Considerando os parâmetros acima destacados, é dado concluir que o valor de R$ 5.000,00 (cinco mil reais) não destoa do que já fora decidido em casos semelhantes na hipótese de suspensão indevida no fornecimento do serviço de energia elétrica <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">, considerando também o lapso temporal em que a autora ficou sem energia em sua residência. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Sobre o tema, colaciono julgados desta Corte de Justiça: DIREITO DO CONSUMIDOR. AGRAVO INTERNO EM APELAÇÃO CÍVEL.

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	FORNECIMENTO DE ENERGIA ELÉTRICA. DEMORA EXCESSIVA NO RESTABELECIMENTO DO SERVIÇO. FALHA NA PRESTAÇÃO DO SERVIÇO. RESPONSABILIDADE OBJETIVA DA CONCESSIONÁRIA. DANO MORAL CONFIGURADO. MAJORAÇÃO DO QUANTUM INDENIZATÓRIO. RECURSO CONHECIDO E DESPROVIDO. MANUTENÇÃO DA DECISÃO AGRAVADA I. CASO EM EXAME: 1. Agravo Interno interposto pela Companhia Energética do Ceará ¿ ENEL contra decisão monocrática que deu parcial provimento à Apelação Cível interposta por Vanda Maria de Oliveira, majorando a indenização por danos morais de R$ 3.000,00 para R$ 5.000,00, em razão da demora excessiva no restabelecimento do fornecimento de energia elétrica. II. QUESTÃO EM DISCUSSÃO: 2. A questão em discussão consiste em verificar se a decisão monocrática que reconheceu a falha na prestação do serviço e majorou o valor da indenização por danos morais deve ser mantida. III. RAZÕES DE DECIDIR: 3. A demora injustificada no restabelecimento do fornecimento de energia elétrica caracteriza falha na prestação do serviço, em razão da inobservância dos prazos estabelecidos no art. 362 da Resolução nº 1.000/2021 da ANEEL. A concessionária responde objetivamente pelos danos causados aos consumidores, nos termos do art. 37, § 6º, da Constituição Federal e do art. 14 do Código de Defesa do Consumidor, cabendo-lhe o ônus de demonstrar eventual fato excludente de responsabilidade, o que não ocorreu nos autos. 4.Restou incontroverso que a agravante só efetuou o reestabelecimento da energia elétrica mais de oito dias após o infortúnio (18/02/2024), ultrapassando, portanto, o prazo legal garantido previsto na resolução que a regula. 5. O dano moral, nesses casos, configura-se in re ipsa, dispensando a comprovação de prejuízo específico, pois a interrupção prolongada de serviço essencial acarreta transtornos que ultrapassam o mero aborrecimento. 6. A majoração do quantum indenizatório para R$ 5.000,00 (cinco mil reais) observa os princípios da razoabilidade e proporcionalidade, sendo compatível com precedentes desta Corte em casos semelhantes. IV. DISPOSITIVO E TESE 7. Dispositivo: Agravo Interno conhecido para, no mérito, negar-lhe o provimento, ratificando o inteiro teor da decisão agravada acostada nos autos do processo nº : 0212334-03.2024.8.06.0001, às págs. 135/154. 8. Tese de julgamento: A demora excessiva no restabelecimento do fornecimento de energia elétrica configura falha na prestação do serviço e enseja a responsabilidade objetiva da concessionária. O dano moral decorrente da interrupção prolongada de serviço essencial caracteriza-se in re ipsa, dispensando prova de prejuízo concreto. A fixação do quantum indenizatório deve observar os princípios da razoabilidade e proporcionalidade, considerando a gravidade do dano e os precedentes da Corte. _____ Dispositivos relevantes citados: CF/1988, art. 37, § 6º; CDC, art. 14; CPC, art. 373, II; Resolução ANEEL nº 1.000/2021, art. 362. Jurisprudências relevantes citadas: TJCE, Apelação Cível nº 0218813-17.2021.8.06.0001, Rel. Des. José Evandro Nogueira Lima Filho, 4ª Câmara de Direito Privado, j. 15/10/2024; Apelação Cível - 0107292-09.2017.8.06.0001, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 18/03/2025, data da publicação: 18/03/2025; Apelação Cível - 0201160-40.2023.8.06.0095, Rel. Desembargador(a) FRANCISCO JAIME MEDEIROS NETO, 4ª Câmara Direito Privado, data do julgamento: 18/02/2025, data da publicação: 18/02/2025. ACÓRDÃO: Vistos, discutidos e relatados estes autos, em que figuram como partes acima referidas, ACORDAM os Senhores Desembargadores da 4ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso, para, no mérito, NEGAR-LHE PROVIMENTO, observadas as disposições de ofício, tudo nos termos do eminente Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR FRANCISCO BEZERRA CAVALCANTE Relator (Agravo Interno Cível - 0212334-03.2024.8.06.0001, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 22/04/2025, data da publicação: 22/04/2025) AGRAVO INTERNO EM APELAÇÃO CÍVEL. AÇÃO DE OBRIGAÇÃO DE FAZER C/C INDENIZAÇÃO POR DANOS MORAIS E PEDIDO DE ANTECIPAÇÃO DE TUTELA. DIREITO DO CONSUMIDOR. DEMORA NA LIGAÇÃO E FORNECIMENTO DE ENERGIA ELÉTRICA. DANOS MORAIS CONFIGURADOS. AGRAVO INTERNO CONHECIDO E DESPROVIDO. 1. O cerne da questão cinge-se em analisar se a demora na ligação e fornecimento de energia elétrica para residência do autor caracteriza conduta ilícita a ensejar indenização por danos morais. 2. De início, cumpre pontuar que o vínculo estabelecido entre as partes é regido pelas normas da Lei Consumerista, por se tratar de relação de consumo, uma vez

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	que a promovida figura na condição de fornecedor de produtos e serviços, ao passo que o autor se adequa à condição de consumidor, perfazendo-se destinatário final na cadeia de consumo, a teor do que dispõem os artigos 2º e 3º da Lei nº 8.078/90. 3. Conforme o art. 32, inciso II, da Resolução nº 414/2010 da ANEEL, para os casos em que seja necessária a realização de serviço de reforma, ampliação ou construção de rede de distribuição, para realizar a ligação da unidade consumidora à rede de distribuição de energia elétrica, a concessionária de energia tem o prazo de até 30 (trinta) dias, contados do pedido de ligação, para elaborar um projeto com orçamento e informar ao consumidor o prazo para conclusão das obras. 4. Superada essa fase, a concessionária de energia teria o prazo de entrega das obras que variam de 60 a 120 dias, conforme previsto no art. 34, incisos I e II da Resolução nº 414/2010 da ANEEL. No entanto, até a data da prolação da sentença já haviam transcorridos mais de 09 (nove) meses sem que os serviço fosse realizado. 5. Assim, resta configurada a falha na prestação do serviço, impondo à ré o dever de indenizar os prejuízos dela decorrentes, que se mostrou confirmada por toda prova documental carreada nos autos, uma vez que o autor solicitou a ligação de energia elétrica e não obteve recurso da promovida por prazo superior ao estipulado na norma reguladora. 6. Por ser o presente caso regulado pelo CDC e tendo em vista que a Concessionária é prestadora de serviço público regulada pela Agência Nacional de Energia Elétrica (ANEEL), incide, na hipótese, a responsabilidade objetiva face à imputação de fatos administrativos dos quais decorram danos aos usuários de seu serviço (art. 37, § 6º, da CF; art. 14 do CDC). 7. Em relação aos danos morais, sopesando à questão e ao caráter pedagógico da presente indenização, tendo em vista as circunstâncias fáticas e sem premiar o enriquecimento ilícito, tem-se que a quantia fixada em primeira instância, qual seja, R$ 5.000,00 (cinco mil reais) a título de indenização por danos morais encontra-se em observância aos critérios da proporcionalidade e da razoabilidade, não merecendo reforma neste aspecto. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do Agravo Interno, para negar-lhe provimento, nos termos do voto do Relator. Fortaleza, data da assinatura digital DESEMBARGADOR EVERARDO LUCENA SEGUNDO Presidente do Órgão Julgador DESEMBARGADOR PAULO AIRTON ALBUQUERQUE FILHO Relator (Agravo Interno Cível - 0202209-35.2022.8.06.0101, Rel. Desembargador(a) PAULO AIRTON ALBUQUERQUE FILHO, 2ª Câmara Direito Privado, data do julgamento: 22/05/2024, data da publicação: 22/05/2024) DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DE OBRIGAÇÃO DE FAZER C/C REPARAÇÃO DE DANOS MORAIS. DEMORA EXCESSIVA PARA FAZER LIGAÇÃO NOVA EM UNIDADE CONSUMIDORA. FALHA NA PRESTAÇÃO DO SERVIÇO PÚBLICO. ALEGAÇÕES GENÉRICAS DE NECESSIDADE DE OBRAS COMPLEXAS. NÃO COMPROVADAS. FIXAÇÃO DE ASTREINTES MANTIDAS. DANO MORAL MANTIDO. VALOR FIXADO EM CONSONÂNCIA COM OS PRINCÍPIOS DA RAZOABILIDADE E PROPORCIONALIDADE. SENTENÇA DE PARCIAL PROCEDÊNCIA. RECURSOS CONHECIDOS E NÃO PROVIDOS. SENTENÇA MANTIDA. 1. A concessionária de serviço público justifica que não pôde atender à solicitação devido a necessidade de se realizar uma obra complexa, que consistia na extensão da rede. Além disso, menciona que o alto volume de obras em andamento (em todo o território nacional), a escassez de materiais necessários e a falta de mão de obra contribuíram para a impossibilidade de cumprir o pedido dentro do prazo esperado. 2. A demora excessiva para atender a solicitação de instalação de energia elétrica, sem dúvidas, configura-se como falha na prestação do serviço público. Assim, resta indubitável a responsabilidade da Enel pela falha na prestação do serviço público, culminando com seu dever de indenizar. Nesse ponto, a sentença ora atacada não merece qualquer retoque. 3. A ENEL, em seu recurso apelatório, pugnou pela redução do dano moral fixado pelo juízo de primeiro grau. Contudo, após a interposição de apelação adesiva pela parte autora, suplicando pela majoração dos danos morais fixados na sentença, a Concessionária, em suas contrarrazões recursais, entendeu pelo acerto da decisão pioneira, aduzindo inclusive que o quantum indenizatório ¿não dever ser modificado, porque sopesou corretamente a extensão do suposto prejuízo moral sofrido pelo recorrente. Tenho que tanto o pedido de majoração, quanto o pedido de redução quantum indenizatório não merecem prosperar, uma vez que estão em consonância com os princípios da razoabilidade e proporcionalidade. 4. Quanto ao pedido de redução das astreintes aplicadas pelo magistrado de primeiro grau, entendo que o montante fixado se coaduna com sua própria razão de ser. A recalcitrância em obedecer uma decisão judicial que determina o cumprimento de uma obrigação de fazer consistente na prestação de um serviço público essencial, como é o caso dos autos, merece maior reprimenda. 5. A decisão que deferiu a tutela de urgência (fls. 24/26), determinou que a solicitação fosse atendida, no prazo de 15

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	(quinze) dias. A requerida restou intimada em 10/05/2023, e somente cumpriu a obrigação em 21/06/2023, ou seja, mais de 20 (vinte) dias após o decurso do prazo de que dispunha. 8. Sentença mantida. 9. Recursos conhecidos e não providos. ACÓRDÃO Vistos, relatados e discutidos os presentes recursos, acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer das apelações interpostas, para negar-lhes provimento, nos termos do voto da Relatora. Fortaleza, 22 de maio de 2024. Des. Cleide Alves de Aguiar Presidente do órgão julgador Juíza convocada Maria Regina Oliveira Câmara Relator (Apelação Cível - 0200230-32.2023.8.06.0124, Rel. Desembargador(a) MARIA REGINA OLIVEIRA CAMARA PORT. 605/2024, 3ª Câmara Direito Privado, data do julgamento: 22/05/2024, data da publicação: 22/05/2024) APELAÇÃO CÍVEL. AÇÃO DE OBRIGAÇÃO DE FAZER C/C PEDIDO INDENIZATÓRIO. RELIGAÇÃO DE ENERGIA ELÉTRICA. BEM ESSENCIAL. ÔNUS PROBATÓRIO DO CUMPRIMENTO EM TEMPO HÁBIL. PARTE RÉ. PRINCÍPIO DA COOPERAÇÃO PROCESSUAL. FALHA NA PRESTAÇÃO DO SERVIÇO. DANO MORAL CONFIGURADO. QUANTIFICAÇÃO CONFORME PRECEDENTES E CASO CONCRETO. SENTENÇA REFORMADA. RECURSO CONHECIDO E PROVIDO. I ¿ Cinge-se a demanda a verificar se as informações apresentadas pela parte autora são adequadas para sustentar minimamente os fatos constitutivos do direito pleiteado, qual seja de religação de energia e indenização pelo atraso na prestação de serviço. A partir disso, há de avaliar se a parte demandada agiu de forma suficiente para comprovar fatos que possam impedir, modificar ou extinguir o direito do autor. II - Verifica-se que a parte autora pleitou por 02 (duas) ocasiões a juntada das informações relativas aos protocolos indicados nos autos (f.108 e 113), tendo a concessionaria se recusado a proceder a juntada (f. 18-121), por entender que tal ônus cabe à parte demandante. Não lhe assiste razão, isto porque o artigo 22 do CDC aborda a responsabilidade das empresas concessionárias de serviço público, reforçando a aplicação do Código de Defesa do Consumidor a esta relação específica. Portanto, é um direito da parte autora obter facilitação na defesa de seus interesses no tribunal, incluindo a possibilidade de inversão do ônus da prova, conforme estipulado no artigo 6º, inciso VIII, do CDC. III - Demais disto, em f. 68 a demandada colaciona aos autos print screem de tela de seu sistema interno com o fito de comprovar o cumprimento da obrigação pleiteada pela demandante, deixando de informar a data de tal cumprimento, informação da qual certamente dispõe. Não se pode premiar tal conduta, que vai de encontro com os princípios boa fé objetiva e da cooperação (art. 5º e 6º, CPC). VI - Quanto a existência de dano moral, há de se considerar que conduta da parte promovida que privou a parte demandante, ora apelante, de acesso à energia elétrica por tempo superior ao razoável e sem justa causa, extrapola o mero dissabor e mostra-se potencialmente lesiva à honra e à dignidade da pessoa humana, capaz de gerar os abalos psicológicos alegados. VII - Quanto à quantificação do dano, cotejando-se os elementos probantes trazidos ao feito e considerando o histórico de arbitramento efetuado pelos tribunais pátrios em situações de envergadura similar, tem-se que o valor de R$ 3.000,00 (três mil reais), apresenta-se de todo modo razoável e proporcional, suficiente para a reprovação e desestímulo da prática, sem acarretar enriquecimento destituído de causa justa. VIII - Recurso CONHECIDO E PROVIDO. ACÓRDÃO Vistos, relatados e discutidos estes acorda a 2ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer do recurso apelatório nº 0201059-82.2023.8.06.0101 para dar-lhe provimento, nos termos do voto proferido pelo Excelentíssimo Desembargador Relator. Fortaleza, data e hora indicada no sistema. DESEMBARGADOR EVERARDO LUCENA SEGUNDO Relator (assinado digitalmente) (Apelação Cível - 0201059-82.2023.8.06.0101, Rel. Desembargador(a) EVERARDO LUCENA SEGUNDO, 2ª Câmara Direito Privado, data do julgamento: 22/05/2024, data da publicação: 22/05/2024) DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS C/C LUCROS CESSANTES. INTERRUPÇÃO DO FORNECIMENTO DE ENERGIA ELÉTRICA POR PERÍODO SUPERIOR AO PREVISTO EM RESOLUÇÃO DA ANEEL. FALHA NA PRESTAÇÃO DE SERVIÇO. DANO MORAL CONFIGURADO. VALOR INDENIZATÓRIO MANTIDO. RECURSO DESPROVIDO. I. CASO EM EXAME Apelação cível interposta por Companhia Energética do Ceará ¿ ENEL contra sentença que julgou parcialmente procedente a ação de indenização por danos morais e materiais, ajuizada por Carlos Augusto de Sousa, devido à interrupção do fornecimento de energia elétrica em sua residência por oito dias, causando-lhe prejuízos materiais e abalo

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	emocional. O juízo de primeiro grau condenou a concessionária ao pagamento de R$ 5.000,00 a título de danos morais. A questão em discussão consiste em saber se o atraso no restabelecimento do serviço de energia elétrica, além do prazo de 48 horas estipulado pela Resolução nº 414/2010 da ANEEL, configura falha na prestação de serviço e se enseja a manutenção da condenação por danos morais fixada em R$ 5.000,00. 5) O valor fixado a título de indenização por danos morais, no montante de R$ 5.000,00, é razoável e proporcional aos danos sofridos, conforme os precedentes deste Tribunal. IV. DISPOSITIVO E TESE 6)Apelação desprovida. Honorários majorados para 12%. Tese de julgamento: ¿A interrupção prolongada e injustificada do fornecimento de energia elétrica, ultrapassando o prazo regulamentar, configura falha na prestação de serviço e enseja a indenização por danos morais ao consumidor lesado.¿ Dispositivos relevantes citados: CDC, arts. 2º, 3º, 6º, 14, 22; Resolução ANEEL nº 414/2010, art. 176, II. Jurisprudência relevante citada: TJCE, Apelação Cível nº 0200124-38.2023.8.06.0070, Rel. Des. Marcos William Leite de Oliveira, 3ª Câmara Direito Privado, j. 09.10.2024. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, pelo conhecimento do recurso mas pelo seu desprovimento, nos termos do voto do relator. Fortaleza, 10 de outubro de 2024 CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (Apelação Cível - 0051368-91.2021.8.06.0059, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 30/10/2024, data da publicação: 30/10/2024) DIREITO CIVIL E PROCESSUAL CIVIL. DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL EM AÇÃO DE OBRIGAÇÃO DE FAZER C/C PEDIDO DE TUTELA ANTECIPADA. CONCESSIONÁRIA DE SERVIÇO ELÉTRICO. ENEL. RESPONSABILIDADE OBJETIVA. RETARDO INJUSTIFICADO NA REALIZAÇÃO DE LIGAÇÃO DE ENERGIA. FALHA NO SERVIÇO PRESTADO. AFRONTA À RESOLUÇÃO Nº 414/2010 DA ANEEL. MULTA DENTRO DA RAZOABILIDADE E PROPORCIONALIDADE. APELO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 01. Trata-se de Apelação Cível interposta em face da sentença de fls. 248/252 proferida pelo MM. Juiz de Direito PAULO AUGUSTO GADELHA DE ABRANTES, titular da Vara Única da Comarca de Missão Velha, nos autos da Ação de Obrigação de Fazer com Pedido de Tutela Antecipada ajuizada por MS EMPREENDIMENTOS LTDA, em face da ENEL Companhia Energética do Ceará. 02. Inconformada, a parte requerida/apelante interpôs o presente recurso de apelação às fls. 274/283 aduzindo, em síntese, que: i) não há ato ilícito, pois o retardo foi motivado pela necessidade de obra complexa a ser efetuada; ii) ¿a demora decorreu da elevada demanda de obras não só em nosso Estado, mas em todo o território nacional, Programa Minha Casa Minha Vida, Universalização de Energia Elétrica e o Programa Luz para Todos, uma vez que o País estava preparado para atender determinada demanda de obras no que diz respeito ao suprimento de recursos materiais e mão de obra (sic)¿; iii) necessidade de dilação do prazo; e iv) multa exorbitante. 03. Inexistência de apresentação de plano de execução, organograma de entrega e planta de infraestrutura da obra alegada como necessária ao fornecimento do serviço, afronta direta à Resolução nº 414/2010 da ANEEL. 04. Valor arbitrado a título de Multa razoável e proporcional. Precedentes do TJCE. 05. Recurso conhecido e desprovido. 06. Majoro os honorários advocatícios sucumbenciais para 12% (doze por cento), nos termos do § 11, do artigo 85, do CPC. ACÓRDÃO Vistos, relatados e discutidos esses autos, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em CONHECER PARA NEGAR PROVIMENTO ao Recurso de Apelação, em conformidade com o voto da Relatora. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora (Apelação Cível - 0050723-62.2021.8.06.0125, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 15/05/2024, data da publicação: 15/05/2024) ISSO POSTO , conheço dos recursos de Apelação Cível, mas para negar-lhes provimento. Oportunidade que, majoro os

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	honorários sucumbenciais em desfavor da empresa ré para 20% (vinte por cento) sobre o valor da condenação, nos termos do art. 85, § 2º, do Código de Ritos. É como voto. Fortaleza, data e hora da assinatura digital. <span style="font-size: 14.0pt; line-height: 150%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;"> <!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US">MERGEFIELD "Relator do Processo com Tratamento#Retorna o relator com tratamento=801@PROC"<![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA <!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US"><![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;"> <!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US">MERGEFIELD "Designiï¿½ï¿½o do relator atual do processo com gï¿½nero#Designiï¿½ï¿½o do relator atual do processo considerando seu gï¿½nero=933@PROC"<![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">Relator<!--[if supportFields]><span style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US" mce_style="font-size:14.0pt;line-height:107%;font-family:"Arial",sans-serif; mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-font-kerning: 0pt;mso-fareast-language:EN-US"><![endif]--> <span style="font-size: 14.0pt; line-height: 107%; font-family: "Arial",sans-serif; mso-fareast-font-family: Calibri; mso-fareast-theme-font: minor-latin; mso-font-kerning: 0pt; mso-fareast-language: EN-US;">

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Número de ordem	47
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Contratos Bancários
Polo ativo	FRANCISCO DAS CHAGAS DE SOUSA
Advogado(s) - Polo ativo	BIANCA BREGANTINI - (PR114340-A)
Polo passivo	BANCO BMG SA
Advogado(s) - Polo passivo	FERNANDA RAFAELLA OLIVEIRA DE CARVALHO - (PE32766-A)
Terceiros	Não informado

Processo	0257925-85.2024.8.06.0001
Acordão	<div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont,

Processo	0257925-85.2024.8.06.0001
	Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 0257925-85.2024.8.06.0001 <span class="NormalTextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0257925-85.2024.8.06.0001
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> - Apelação Cível <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-variant-ligatures: none !important; color: windowtext !important;" lang="PT-BR" xml:lang="PT-BR"> Francisco das Chagas de Souza e Banco BMG S/A <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative;

Processo	0257925-85.2024.8.06.0001
	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> EMENTA: DIREITO CIVIL E PROCESSUAL CIVIL. RECURSO DE APELAÇÃO. AÇÃO DE CLARATÓRIA DE INEXISTÊNCIA DE DÉBITO E NULIDADE CONTRATUAL C/C RESTITUIÇÃO DE VALORES E INDENIZAÇÃO POR DANO MORAL . CARTÃO DE CRÉDITO CONSIGNADO. RELAÇÃO DE CONSUMO. ÔNUS DA PROVA. RESPONSABILIDADE CIVIL. INEXISTÊNCIA DE DANO. RECURSO CONHECIDO E DESPROVIDO. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I. CASO EM EXAME <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">1. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW216800478

Processo	0257925-85.2024.8.06.0001
	BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">Trata-se de Recurso de Apelação interposto por FRANCISCO DAS CHAGAS DE SOUZA, contra sentença proferida pelo Juízo da 25ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos de Ação Declaratória de Inexistência de Débito e Nulidade Contratual c/c Restituição de Valores e Indenização por Dano Moral, intentada pela apelante em face de BANCO BMG S/A, julgou o pleito autoral improcedente. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Sentença proferida pelo Juízo da 2 5 ª Vara Cível da Comarca de Fortaleza/CE julgou o pedido improcedente, condenando o autor ao pagamento das custas e honorários, com suspensão da exigibilidade por conta da gratuidade judiciária. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">3. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O autor <span class="NormalTextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0257925-85.2024.8.06.0001
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">interpôs apelação, sustentando a ilegalidade do contrato e seu direito de cancelamento, ainda que inadimplente. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">4. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O banco apelado apresentou contrarrazões. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">5. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O recurso foi conhecido e desprovido, mantendo-se a sentença por seus próprios fundamentos. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -

Processo	0257925-85.2024.8.06.0001
	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">II. QUESTÕES EM DISCUSSÃO <span class="LineBreakBlob BlobObject DragDrop SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">6. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> A questão em discussão consiste em saber se houve ilegalidade na contratação do cartão de crédito consignado e se o autor teria direito ao cancelamento e à repetição de indébito, com eventual indenização por danos morais. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> III. RAZÕES DE DECIDIR <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">7. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-

Processo	0257925-85.2024.8.06.0001
	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> A demanda deve ser analisada sob a égide do Código de Defesa do Consumidor, conforme os artigos 2º e 3º da referida legislação e a Súmula 297 do STJ. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">8. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Não foi demonstrada a inexistência de relação contratual válida, tampouco a prática de ato ilícito por parte da instituição financeira. <span class="LineBreakBlob BlobObject DragDrop SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">9. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">O banco apresentou documentação idônea que comprova a regularidade da contratação, incluindo termo de adesão, documentos pessoais e comprovantes de transferência de valores. <span class="LineBreakBlob BlobObject DragDrop SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap

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	!important;" /> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">10. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> O autor não se desincumbiu do ônus da prova quanto ao fato constitutivo do seu direito, nos termos do art. 373, I, do CPC. <span class="LineBreakBlob BlobObject DragDrop SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br class="SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">11. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A simples alegação de abusividade, desacompanhada de provas concretas, não é suficiente para a inversão do ônus da prova ou para configurar ilícito. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">12. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Não se constatou dano extrapatrimonial relevante. Conforme entendimento pacificado do STJ, o mero aborrecimento não enseja reparação moral (<span class="NormalTextRun

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	SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgRg no REsp 1.269.246/RS, Rel. Min. <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Luis Felipe Salomão, <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe 27/05/2014). <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> IV. DISPOSITIVO E TESE <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">13. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Recurso conhecido e desprovido. <span class="LineBreakBlob BlobObject DragDrop SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <br

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	class="SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">14. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Tese de julgamento: A ausência de demonstração de ilegalidade contratual e a regularidade dos documentos apresentados pela instituição financeira afastam o dever de indenizar e de repetição de indébito em demandas que versam sobre cartões de crédito consignados. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Highlight SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; outline: transparent solid 1px; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: #ffff00; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR-LHE PROVIMENTO <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement

Processo	0257925-85.2024.8.06.0001
	Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span

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	class="NormalTextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;

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	font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> RELATÓRIO <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">FRANCISCO DAS CHAGAS DE SOUZA <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , contra sentença proferida pelo Juízo da 2 5 ª Vara Cível da Comarca de Fortaleza/CE, que, nos autos de <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação Declaratória de Inexistência de Débito e Nulidade Contratual c/c Restituição de Valores e Indenização por Dano Moral <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pela apelante em face de <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-

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	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">BANCO BMG S/A <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, julgou o pleito autoral improcedente, nos seguintes termos (ID 18438497): <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Isto posto, o mais que dos autos consta e com fulcro no art. 490 do CPC, JULGO IMPROCEDENTE a AÇÃO, em todos os seus termos. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-

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	collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Condeno o promovente nas custas processuais e honorários advocatício, estes arbitrados em dez por cento sobre o valor dado à causa, cuja exigibilidades ficam sobrestadas pelo prazo de até cinco anos, em face do autor gozar do benefícios da gratuidade da justiça, nos termos do § 3.º, do artigo 98 do CPC <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (...)". <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-

Processo	0257925-85.2024.8.06.0001
	BR" xml:lang="PT-BR">Inconformado, <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> o autor interpôs recurso apelatório <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> alegando, em síntese, que a sentença objurgada merece ser reformada, visto que requerente <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">foi induzido em erro, pois acreditava que estava contratando empréstimo consignado com desconto em seu benefício” <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , razão pela o negócio jurídico entabulado revela-se abusivo e irregular. Defende, ainda, que a repetição dos valores indevidamente descontados deve ser em dobro, bem como aponta a existência de danos morais indenizáveis. Ao final, pugna pelo conhecimento e provimento do apelo (ID 18438502). <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color:

Processo	0257925-85.2024.8.06.0001
	transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Após devidamente intimado, o requerido apresentou suas <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> contrarrazões <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> ao ID 18438509 . <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px -78px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Empós, os autos ascenderam para julgamento nesta Corte. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select:

Processo	0257925-85.2024.8.06.0001
	text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 27px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px;

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	user-select: text; font-size: 12pt; line-height: 27px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I. DA ADMISSIBILIDADE RECURSAL <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Presentes os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo, nos termos em que estabelece o art. 1.009 e seguintes do Código de Processo Civil de 2015. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II. DO MÉRITO <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nos autos, <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Ação Declaratória de Inexistência de Débito e Nulidade Contratual c/c Restituição de Valores e Indenização por Dano Moral , <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">alvitrada por <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Francisco das Chagas de Souza <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> em face de <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Banco BMG S/A. <span class="EOP SCXW216800478 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Nessa perspectiva, conforme relatado na sentença objurgada (ID 18438497): <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">FRANCISCO DAS CHAGAS DE SOUZA moveu Ação Declaratória de Inexistência de Débito e Nulidade Contratual c/c Restituição de Valores, e Indenização por Dano Moral, em face do BANCO BMG S/A, narrando, em síntese, que é beneficiário do INSS e procurou o banco demandado, no intuito de contratar um empréstimo consignado, no entanto, foi ludibriado com a realização de outra operação, qual seja, contratação de cartão de crédito com reserva de margem consignável (RMC), contrato de nº 12265587, acarretando a incidência de encargos rotativos cumulativos e com aumento progressivo, sem data fim, o que evidentemente se mostra abusivo, pois coloca o consumidor em exagerada desvantagem. Aduziu que o valor descontado em folha é de R$ 46,85 (quarenta e seis reais e oitenta e cinco centavos) desde 04/02/2017. Requereu a declaração da nulidade do contrato nº 12265587, ou a modificação contratual para empréstimo consignado, bem como a condenação do promovido em danos morais, no valor de R$ 20.000,00 (vinte mil reais) e na repetição do indébito, em dobro, no valor de R$ 7.870,80 (sete mil, oitocentos e setenta reais e oitenta centavos). <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">”. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear:

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	both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Eis a origem da celeuma. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt;

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	text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a) DA APLICABILIDADE DO CÓDIGO DE DEFESA DO CONSUMIDOR <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">A princípio, ressalta-se que a presente demanda deve ser apreciada à luz da legislação consumerista, eis que presentes as figuras de consumidor e fornecedor, conforme disposto no artigo 2º e 3º do Código de Defesa do Consumidor e da Súmula 297 do Superior Tribunal de Justiça, <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> in <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">verbis <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px -75px 0px 189px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph

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	SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Art. 2° <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Consumidor é toda pessoa física ou jurídica que adquire ou utiliza produto ou serviço como destinatário final. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Parágrafo único. Equipara-se a consumidor a coletividade de pessoas, ainda que indetermináveis, que haja intervindo nas relações de consumo. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span

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	class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Art. 3° <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fornecedor é toda pessoa física ou jurídica, pública ou privada, nacional ou estrangeira, bem como os entes despersonalizados, que desenvolvem atividade de produção, montagem, criação, construção, transformação, importação, exportação, distribuição ou comercialização de produtos ou prestação de serviços. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Súmula 297- <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“O Código de Defesa do Consumidor é aplicável às instituições financeiras”. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

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	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Acerca do tema, dispõe a jurisprudência desta Câmara: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C INDENIZAÇÃO POR DANOS. SENTENÇA PROCEDENTE. INCIDÊNCIA DO CÓDIGO DE DEFESA DO CONSUMIDOR. CARACTERIZADAS AS FIGURAS DO CONSUMIDOR E DO FORNECEDOR, CONFORME ARTS. 2° E 3°, DO CDC. RESPONSABILIDADE OBJETIVA DO PRESTADOR DE SERVIÇOS COM RELAÇÃO À FALHA DO SERVIÇO. ART. 14, DO CDC. TEORIA DO RISCO DA ATIVIDADE OU DO EMPREENDIMENTO. INVERSÃO DO ÔNUS OPE LEGIS. NEGATIVAÇÃO DO NOME DO CONSUMIDOR DE FORMA IRREGULAR. RESPONSABILIDADE DO ENTE FINANCEIRO CARACTERIZADA. NÃO COMPROVAÇÃO DO INADIMPLEMENTO NA DATA DE PROPOSITURA DA AÇÃO. DANOS MORAIS CONFIGURADOS (IN RE IPSA). QUANTUM ARBITRADO EM CONFORMIDADE COM ENTENDIMENTOS DESTA CORTE. HONORÁRIOS SUCUMBENCIAIS MAJORADOS. RECURSO CONHECIDO E IMPROVIDO. SENTENÇA MANTIDA. 1 - Trata-se de apelação interposta em face de sentença prolatada pelo Juízo de Direito da Vara Única da Comarca de Saboeiro-CE, o qual julgou procedentes os pedidos da inicial, declarando a demanda totalmente procedente, constituindo a nulidade contratual e condenando a Requerida em R$ 5.000,00 (cinco mil reais) pelo dano moral sofrido pela autora, a ser corrigido monetariamente a partir desta data e acrescido de juros, no percentual de 1% (um por cento) ao mês, a partir do ato ilícito (data em que o Requerente tomou ciência da inscrição indevida), bem como custas e honorários, estes fixados em 10% (dez) por cento, sobre o valor da condenação. 2 - <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun

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	SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">A relação jurídica travada entre as partes atrai a incidência do Código de Defesa do Consumidor, restando caracterizadas, no caso, as figuras tradicionais do consumidor e do fornecedor (prestador de serviços), previstas respectivamente nos <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">arts . 2° e 3°, do CDC. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 3 - Em razão disso, o art. 14, caput, do aludido diploma legal, prevê a responsabilidade objetiva dos prestadores de serviços, pela Teoria do Risco da Atividade ou do Empreendimento, quando houver referência à falha em sua atividade, dispondo também sobre as hipóteses de sua excludente, conforme previsto no § 3°. Dessa feita, nas situações em que se apuram os danos ocorridos em prejuízo ao consumidor, incumbe ao fornecedor de serviços, para a exclusão de sua responsabilidade, reunir todas as provas que apontem para a ocorrência de ao menos uma das hipóteses descritas nos 2 (dois) incisos, do § 3°, ou caso fortuito e força maior. Trata-se de inversão do ônus probatório que se opera ope legis, ou seja, por força de lei. 4 - A promovida não comprovou a existência do inadimplemento na data da propositura da presente ação, incidência da Súmula nº 548 do STJ. 5 - Por seu turno, o promovente às fls. 14/16 comprovou a existência das anotações efetivadas pelo banco demandado. Disso resulta a aplicação da responsabilidade objetiva ao caso, o que naturalmente se inclui a indevida negativação de débito, cuja regularidade não foi comprovada. Isso porque é imprescindível que os fornecedores se cerquem previamente dos cuidados necessários, antes de tomar qualquer medida que imponha um gravame dessa natureza. Responsabilidade do banco caracterizada. 6 - Demonstrada a irregularidade na restrição do nome do suplicante por débito irregular, dispensa-se prova da ocorrência de dano moral para a sua constatação. É o que se convencionou chamar de dano in <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">re <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ipsa . Precedentes. 7 - Em relação ao valor a ser fixado a título de indenização pelos danos morais, o importe de R$ 5.000,00 (cinco mil reais) atende aos limites jurisprudenciais e aos seus escopos, bem como não descumpre os princípios da proporcionalidade e da razoabilidade. Precedentes. 8 - Recurso conhecido e improvido. Sentença mantida. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos, em que figuram as partes acima referidas, ACORDAM os Senhores Desembargadores da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer do recurso para NEGAR-LHE PROVIMENTO, mantendo <span class="NormalTextRun AdvancedProofingIssueV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">incólume a sentença, nos termos do relatório e do voto do relator, que passam a fazer parte integrante do presente acórdão. Fortaleza, data e hora indicadas pelo sistema DESEMBARGADORA JANE RUTH MAIA DE QUEIROGA Presidente do Órgão Julgador DESEMBARGADOR DJALMA TEIXEIRA BENEVIDES Relator <span class="LineBreakBlob BlobObject DragDrop SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: WordVisiCarriageReturn_MSFontService, Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <span class="SCXW216800478 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;"> <br class="SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0000922-46.2019.8.06.0159, Rel. Desembargador(a) DJALMA TEIXEIRA BENEVIDES, 3ª Câmara Direito Privado, data do julgamento: 29/11/2023, data da publicação: 01/12/2023)" <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Feitas tais considerações, passo à apreciação dos demais pontos. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -

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	webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> b) DA EXCLUDENTE DE RESPONSABILIDADE DA INSTITUIÇÃO BANCÁRIA <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Compulsando detidamente os autos, observa-se que restou amplamente demonstrada a existência de obrigação contratual entre as partes, tendo em vista os históricos de empréstimos consignados acostado pel o autor (<span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">IDs 18438110 e 18438111). <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian:

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	normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Todavia, verifica-se que o requerente não se desincumbiu do seu ônus probatório quanto ao fato constitutivo do seu direito, tendo em vista que se restringiu a apresentar somente os documentos supramencionados (<span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">IDs 18438110 e 18438111). <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> A instituição bancária apelante, por sua vez, através da documentação apresentada, a saber : i) a Cédula de Crédito Bancário nº <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 63036422 (ID 18438130); <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ii) o Termo de Adesão ao Cartão de Crédito Consignado e Autorização para Desconto em Folha de Pagamento (ID 18438131) e; <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">iii) Comprovante de Transferência Eletrônica Disponível-

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	TED (ID 18438138), <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> comprov aram o preenchimento dos requisitos necessários para a exclusão de responsabilidade do fornecedor, previstos no artigo 14, §3º, do Código de Defesa do Consumidor, abaixo transcrito: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px -78px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"Art. 14. O fornecedor de serviços responde, independentemente da existência de culpa, pela reparação dos danos causados aos consumidores por defeitos relativos à prestação dos serviços, bem como por informações insuficientes ou inadequadas sobre sua fruição e riscos. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">

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	<span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(...) <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 3° O fornecedor de serviços só não será responsabilizado quando provar: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont,

Processo	0257925-85.2024.8.06.0001
	Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> I - <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">que , tendo prestado o serviço, o defeito inexiste; <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> II - <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">a <span class="NormalTextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0257925-85.2024.8.06.0001
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">culpa exclusiva do consumidor ou de <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">terceiro ." <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Com efeito, saliento que parte tem que trazer à lide elementos satisfatórios a demonstração efetiva do seu direito, conforme preleciona o artigo 373, inciso I, do Código de Processo Civil: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph

Processo	0257925-85.2024.8.06.0001
	SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"Art. 373. O ônus da prova incumbe: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> I - <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ao autor, quanto ao fato constitutivo de seu direito;" <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-

Processo	0257925-85.2024.8.06.0001
	family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Outrossim, deve ser ressaltado que a inversão de ônus da prova não exime o autor de comprovar minimamente os fatos alegados na exordial. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Acerca do tema, colho os seguintes julgados: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"AGRAVO INTERNO NO AGRAVO EM RECURSO ESPECIAL - AÇÃO DECLARATÓRIA C/C PEDIDO CONDENATÓRIO - DECISÃO MONOCRÁTICA QUE NEGOU PROVIMENTO AO RECLAMO. INSURGÊNCIA DA PARTE AUTORA. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService,

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	sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 1. As questões postas em discussão foram dirimidas pelo Tribunal de origem de forma suficiente, fundamentada e sem omissões, devendo ser afastada a alegada violação aos <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">arts . 489 e 1.022 do CPC/15. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Consoante entendimento desta Corte, não importa negativa de prestação jurisdicional o acórdão que adota, para a resolução da causa, fundamentação suficiente, porém diversa da pretendida pela parte recorrente, decidindo de modo integral a controvérsia posta. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Precedentes. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">2. A alteração do acórdão impugnado com relação à suficiência das provas acostadas aos autos e à prova do fato constitutivo do direito alegado pela parte autora demandaria o reexame do conjunto fático-probatório, o que é inviável no âmbito do recurso especial, a teor da Súmula 7/STJ. <span

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	class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2.1. Conforme jurisprudência desta Corte Superior, "A pretendida inversão do ônus da prova não dispensa que o consumidor prove a existência de indícios mínimos do fato constitutivo de seu direito" <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AREsp 1314821/SE, Rel. Ministro ANTONIO CARLOS FERREIRA, QUARTA TURMA, julgado em 17/02/2020, <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe 20/02/2020). Incidência da Súmula 83/STJ. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">3. Agravo interno desprovido. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AREsp n. 2.333.108/SP, relator Ministro Marco <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Buzzi , Quarta Turma, julgado em 9/10/2023, <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 11/10/2023.) <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial,

Processo	0257925-85.2024.8.06.0001
	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">DIREITO PROCESSUAL CIVIL E DO CONSUMIDOR. APELAÇÃO CÍVEL EM AÇÃO DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAS. NEGATIVA DE COMPRA REALIZADA COM O CARTÃO DE CRÉDITO. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AUSÊNCIA DE PROVAS DOS FATOS ALEGADOS NA INICIAL. INTELIGÊNCIA DO ART. 373, INCISO I, DO CPC/15. INVERSÃO DO ÔNUS DA PROVA NOS MOLDES DO ART. 6º, VIII, DO CDC QUE NÃO DESINCUMBE A PARTE AUTORA DE PROVAR MINIMAMENTE O ALEGADO. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">DANOS MATERIAIS E MORAIS NÃO CONFIGURADOS. INDENIZAÇÃO INDEVIDA. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 1. O cerne da controvérsia cinge-se a analisar o acerto ou desacerto da sentença que julgou improcedentes os pedidos iniciais, sob o fundamento de que o autor não logrou êxito em comprovar os fatos constitutivos do seu direito. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">2. O ônus da prova incumbe ao autor quanto ao fato constitutivo do seu direito (artigo 373, inciso I do CPC). A despeito de se tratar de matéria afeta ao direito do consumidor, sendo este considerado hipossuficiente em relação à produção de provas, a inversão do ônus probatório prevista no CDC não desonera a parte requerente de comprovar minimamente a sua pretensão para permitir a verossimilhança de suas alegações. 3. <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Além de o autor/apelante não ter produzido provas acerca dos fatos alegados (as quais estavam sob sua alçada), os documentos que foram colacionados aos autos (fls. 11/17) não guardam a verossimilhança necessária para dar guarida à pretensão autoral. 4. Com efeito, a simples afirmação de que ocorreu de forma fraudulenta o uso do cartão de crédito, fazendo alegações de inexistência do débito, desprovida de qualquer elemento, é incapaz de gerar um juízo de certeza acerca da veracidade dos fatos narrados e, por conseguinte, a procedência do pedido de indenização por dano material e moral. 5. Portanto, ante a ausência de provas dos fatos alegados em sede inicial, impõe-se a manutenção da sentença de improcedência. 6. Recurso conhecido e desprovido. Sentença mantida. ACÓRDÃO Vistos, relatados e discutidos a Apelação Cível de nº 0289047-87.2022.8.06.0001, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, conhecer e negar provimento ao recurso, em conformidade com o voto da relatora. Fortaleza, 05 de junho de 2024. Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora (Apelação Cível - 0289047-87.2022.8.06.0001, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024)". <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont,

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	Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nessa vazante, o Professor FREDIE DIDIER ressalta a importância da <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> produção probatória do Autor: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> "O CPC, ao distribuir o ônus da prova, levou em consideração três fatores: a) a posição da parte na causa (se autor, se réu); b) a natureza dos fatos em que funda sua pretensão/exceção (constitutivo, extintivo, impeditivo ou modificativo do direito deduzido; c) e o interesse em provar o fato. Assim, ao autor cabe o ônus da prova do fato constitutivo do seu direito e ao réu a prova do fato extintivo, impeditivo ou modificativo deste mesmo direito (artigo 373, CPC). Dessa forma, é possível classificar os fatos deduzidos, quanto à sua natureza e ao efeito jurídico que podem produzir, em constitutivos, modificativos, impeditivos e extintivos. O fato constitutivo é o fato gerador do direito afirmado pelo autor em juízo. Compõe o suporte fático, enquadrado em dada hipótese normativa, constitui uma determinação jurídica, de que o autor afirma ser titular. Como é o autor que pretende o reconhecimento deste seu direito, cabe a ele provar o fato que determinou seu nascimento. Por exemplo: um contrato de locação e seu inadimplemento são fatos constitutivos do direito de restituição da coisa locada; um testamento e o falecimento do testador geram direito à sucessão; um ato ilícito e culposo, causador de dano, faz nascer direito de <span class="NormalTextRun

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	AdvancedProofingIssueV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">indenização, etc. (Didier Jr., <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Fredie . Curso de direito processual civil: volume 2. <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Fredie Didier Jr., Paula Sarno Braga e Rafael Alexandria de Oliveira - 10. ed.- Salvador: Ed. Jus <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Podivm , 2015. v.2. Página 111)." <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Assim, entendo que não merece amparo o pleito recursal intentado pela apelante, devendo o entendimento do juízo <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a quo, <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">portanto <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-

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	BR">, <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ser mantido. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">c) DOS DANOS MORAIS E MATERIAIS <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">No que pertinente aos danos materiais, observo que não assiste razão à parte recorrente, visto que não restou demonstrada a ocorrência de nenhum ato ilícito, porquanto a contratação em comento revelou-se válida e regular. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; 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	variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">De igual modo, o dano extrapatrimonial não foi configurado, visto que não foi demostrada nenhuma lesão ao patrimônio jurídico da vítima, capaz de ocasionar relevante gravame à sua honra física, moral ou psíquica. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, o entendimento pacífico do Superior Tribunal de Justiça dispõe: <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"a verificação do dano moral não reside exatamente na simples ocorrência do ilícito, de sorte que nem todo ato desconforme o ordenamento jurídico enseja indenização por dano moral. O importante é que o ato ilícito seja capaz de irradiar-se para a esfera da dignidade da pessoa, ofendendo-a de maneira relevante" (STJ - <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgRg no REsp 1.269.246/RS, Rel. Ministro LUIS FELIPE SALOMÃO, QUARTA TURMA, julgado em 20/05/2014, <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 27/05/2014)." <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Transcrevo a jurisprudência: <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> "AGRAVO INTERNO NO RECURSO ESPECIAL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO JURÍDICA PROCEDÊNCIA PARCIAL. FALTA DE INTERESSE RECURSAL. INTERESSE DE AGIR JÁ RECONHECIDO NA ORIGEM. DANOS MORAIS. NÃO CONFIGURAÇÃO. RAZÕES RECURSAIS DISSOCIADAS DOS FUNDAMENTOS DO JULGADO ATACADO. APLICAÇÃO DAS SÚMULAS 283 E 284 DO SUPREMO TRIBUNAL FEDERAL. ÔNUS DA SUCUMBÊNCIA. DECAIMENTO MÍNIMO. REEXAME. IMPOSSIBILIDADE. SÚMULA 7/STJ. AGRAVO NÃO PROVIDO. 1. Não há interesse recursal no tocante à discussão sobre o interesse de agir, visto que a existência da referida condição da ação já fora reconhecida na origem. 2. A jurisprudência desta Corte é firme no sentido de que, inexistindo ato restritivo de crédito, a mera cobrança de valores por serviços não contratados não gera, por si só, danos morais indenizáveis. 3. É inadmissível o inconformismo por deficiência na sua fundamentação quando as razões do recurso estão dissociadas do decidido no acórdão recorrido. Aplicação da Súmula 284 do Supremo Tribunal Federal. 4."A sucumbência recíproca ou em parte mínima, estabelecida pelo Tribunal de origem, envolve contexto fático probatório, cuja análise e revisão revelam-se interditadas a esta Corte Superior, em face do óbice contido na Súmula 7 do STJ." (<span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">EDcl no <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgRg no <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AREsp 151.072/SP, Rel. Ministra MARIA ISABEL GALLOTTI, QUARTA TURMA, julgado em 21/08/2018, <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 11/09/2018). 5. Agravo interno a que se nega

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	provimento. (<span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no REsp 1251544/RS, Rel. Ministro RAUL ARAUJO, QUARTATURMA, julgado em 30/05/2019, <span class="NormalTextRun SpellingErrorV2Themed SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe 21/06/2019)". <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por conseguinte, é possível concluir que o mero aborrecimento, não atingiu a honra da parte autora e nem lhe constrangeu ou humilhou a ponto de gerar a indenização pleiteada. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-

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	color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Diante o exposto, por todos os argumentos supramencionados, e em harmonia com os excertos jurisprudenciais supracitados, <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso de Apelação, para <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">NEGAR-LHE PROVIMENTO <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, mantendo intacta a decisão singular, por irrepreensível, assegurada a majoração honorária pertinente à etapa recursal, em 12% (doze por cento) sobre o valor fixado na origem, observado o limite do percentual previsto no art. 85, §2º, CPC/15, <span class="TextRun Underlined SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> sob condição suspensiva de exigibilidade diante da benesse legal da Assistência Judiciária Gratuita.

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	<span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;

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	overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW216800478 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;">

Processo	0206727-14.2021.8.06.0001
Número de ordem	48
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Efeito Suspensivo / Impugnação / Embargos à Execução
Polo ativo	P MACHADO & MATIZ HPM12 INCORPORACAO, CONSTRUCAO E VENDAS SPE LTDA
Advogado(s) - Polo ativo	THAIS TORRES LIMA ARAUJO - (CE20385-A) DAVID BRAGA WANDERLEY - (CE14133-A) JOSE LUCAS ARAUJO SIMER - (CE31193-A)
Polo passivo	MM GESSO DRYWALL LTDA GESSO E SERVICOS LTDA
Advogado(s) - Polo passivo	WILSON DE NOROES MILFONT NETO - (CE15248-A) RUBENS FERREIRA STUDART FILHO - (CE16081-A) ANDRE LUIZ NEPOMUCENO - (CE32604-A)
Terceiros	CLAUDIO HENRIQUE DE OLIVEIRA
Voto proferido pelo relator	Não informado

Processo	0202187-15.2024.8.06.0001
Número de ordem	49
Órgão julgador	1º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	RAIMUNDO NONATO SILVA SANTOS
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	BANCO ITAUCARD S.A.
Advogado(s) - Polo ativo	CRISTIANE BELINATI GARCIA LOPES - (CE23649-A)
Polo passivo	EDVALDO DA SILVA SOUZA
Advogado(s) - Polo passivo	BRUNO BOYADJIAN SOBREIRA - (CE38828-A)
Terceiros	Não informado

Processo	0202187-15.2024.8.06.0001
Acordão	<div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 11px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="WACImageContainer NoPadding DragDrop BlobObject SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; cursor: move; left: 0px; position: relative; display: inline-block; top: 2px; width: 48px; height: 65px; transform: rotate(0deg);"> <img class="WACImage SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; border-width: initial; border-style: none; vertical-align: baseline; width: 48px; height: 65px; text-wrap-mode: nowrap !important;" src="

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	Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="LineBreakBlob BlobObject DragDrop SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: WordVisiCarriageReturn_MSFontService, "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <br class="SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; text-wrap-mode: nowrap !important;" /> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DO DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 11px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 11px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PROCESSO <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR">: 0202187-15.2024.8.06.0001 <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 11px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve;

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	vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> AGRAVANTE: BANCO ITAUCARD S.A. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 11px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;" lang="PT-BR" xml:lang="PT-BR"> AGRAVADO: EDVALDO DA SILVA SOUZA <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 15.8667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 15.8667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;

Processo	0202187-15.2024.8.06.0001
	font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">EMENTA: DIREITO PROCESSUAL CIVIL. AGRAVO INTERNO EM APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. INÉRCIA DA PARTE AUTORA EM INDICAR O ENDEREÇO ATUALIZADO DO DEVEDOR PARA FINS DE CITAÇÃO. AUSÊNCIA DE PRESSUPOSTOS DE CONSTITUIÇÃO E DE DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. EXTINÇÃO - ART. 485, IV, DO CPC. DECISÃO MONOCRÁTICA MANTIDA. RECURSO NÃO PROVIDO. <span class="EOP SCXW106233510 BCX0" style="background-color: transparent; color: windowtext; -webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">I. CASO EM EXAME <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">1. Agravo interno interposto por Banco Itaucard S/A contra decisão monocrática que negou provimento à apelação e manteve a sentença do Juízo da 7ª Vara Cível da Comarca de Fortaleza, a qual extinguiu o feito sem resolução de mérito com fundamento no art. 485, IV, do CPC. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">II. QUESTÃO EM DISCUSSÃO <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

Processo	0202187-15.2024.8.06.0001
	padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2. A controvérsia reside em analisar se a inércia da parte autora em promover a citação da parte promovida possibilita a extinção do processo por ausência de pressuposto de constituição e desenvolvimento válido e regular. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">III. RAZÕES DE DECIDIR <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. A conduta omissiva da parte autora demonstra que essa não empregou esforço suficiente para se desincumbir de seu ônus de adotar as providências necessárias para viabilizar a citação, o que induz à extinção do feito sem resolução de mérito por falta de pressuposto de constituição e de desenvolvimento válido e regular do processo. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. É desnecessária a intimação pessoal da parte autora, na forma do art. 485, § 1º, do CPC, porquanto a medida somente é aplicável nas hipóteses previstas no mesmo artigo, nos seus incisos II e III. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Não trazendo a agravante quaisquer novos elementos capazes a alterar o que já restou consignado na decisão monocrática ora impugnada, bem como restando essa em conformidade com a jurisprudência desse Tribunal de Justiça, mister se faz a sua manutenção. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-caps: small-caps; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">IV. DISPOSITIVO <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR"

Processo	0202187-15.2024.8.06.0001
	xml:lang="PT-BR">6. Agravo interno conhecido e não provido. Decisão monocrática mantida. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Jurisprudência relevante citada <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">: TJCE, Agravo Interno Cível - 0219625-25.2022.8.06.0001, Rel. Desembargador(a) Cleide Alves de Aguiar, 3ª Câmara Direito Privado, data do julgamento: 21/03/2025, data da publicação: 21/03/2025 e Agravo Interno Cível - 0206078-02.2022.8.06.0167, Rel. Desembargador(a) Marcos William Leite de Oliveira, 3ª Câmara Direito Privado, data do julgamento: 18/12/2024, data da publicação: 18/12/2024. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px;

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	font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">ACÓRDÃO: <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do presente agravo interno para negar-lhe provimento, nos termos do voto do Relator. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 15.8667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2.66667px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RELATÓRIO <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Agravo Interno interposto por Banco Itaucard S/A em face <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; color: #010101; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">da decisão monocrática proferida por esta Relatoria <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> , que conheceu do apelo também manejado pela instituição financeira para negar-lhe provimento, mantendo inalterada a sentença prolatada pelo Juízo de Direito da 7ª Vara Cível da Comarca de <span class="NormalTextRun SpellingErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Fortaleza-CE , nos autos da Ação de Busca e Apreensão em Alienação Fiduciária ajuizada contra Edvaldo da Silva Souza, a qual extinguiu o feito, sem resolução do mérito, nos termos do art. 485, inciso IV, do CPC, por entender não ter o banco promovente atendido à determinação de fornecer endereço atualizado da parte ré, inviabilizando a citação. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New

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	Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Nas razões do agravo, o recorrente, reprisando os argumentos trazidos no apelo, pugna pela apreciação do recurso pelo órgão colegiado, com a consequente reforma da decisão agravada. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Não foram apresentadas contrarrazões recursais. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; 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-webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">VOTO <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 27px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; 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	Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Presentes os requisitos de admissibilidade, conheço do presente recurso. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No caso vertente, o juízo de primeiro grau determinou a intimação da parte autora para, no prazo de 10 (dez) dias, fornecer o endereço certo e válido da parte demandada para apreensão do bem e citação, sob pena de extinção do feito por falta dos pressupostos de constituição e de desenvolvimento válido e regular do processo (art. 485, IV do CPC). <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; 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	direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Em razão da inércia do banco demandante, o feito foi extinto sem resolução de mérito, nos termos do art. 485, IV, do Código de Processo Civil. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Da análise dos autos, conclui-se, pois, que o agravante não atendeu à determinação judicial, nem empregou esforço suficiente à obtenção do endereço apto para localização da parte demandada, causando obstáculo ao desenvolvimento válido e regular do processo, nem requereu a tempo a conversão do feito em ação executiva. Atraiu para si, dessa forma, o ônus pela sua inércia, que, no caso, independe de intimação pessoal. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> Com efeito, conforme entendimento pacificado neste Tribunal de Justiça, inclusive com vários precedentes d o órgão fracionário do qual <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">esta Relatoria faz parte (3ª Câmara de Direito Privado), é desnecessária a intimação pessoal da parte para cumprir a providência indicada pelo Juízo <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">, porquanto não se trata de abandono da causa, mas de ausência de pressuposto de constituição e desenvolvimento válido e regular do processo. Para ilustrar: <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt;

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	line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DIREITO PROCESSUAL CIVIL. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AGRAVO INTERNO EM APELAÇÃO CÍVEL EM AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. DECISÃO MONOCRÁTICA QUE MANTEVE A SENTENÇA DE EXTINÇÃO DO FEITO COM ESTEIO NO ART. 485, IV, CPC. PARTE QUE DEIXOU DE FORNECER ENDEREÇO PARA FINS DE LOCALIZAÇÃO DO VEÍCULO OU REQUEREU A CONVERSÃO EM AÇÃO EXECUTIVA. INÉRCIA EVIDENCIADA. DESNECESSÁRIA A INTIMAÇÃO PESSOAL PRÉVIA DO PROMOVENTE <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">. RECURSO CONHECIDO E DESPROVIDO. DECISÃO MONOCRÁTICA MANTIDA. I ¿ CASO EM EXAME 01. Agravo interno interposto contra decisão monocrática que manteve a sentença de extinção do feito sem resolução do mérito, com fundamento no art. 485, IV, do CPC, devido à ausência de pressuposto de constituição e desenvolvimento válido do processo. II ¿ QUESTÃO EM DISCUSSÃO 02. A controvérsia consiste em verificar se a extinção do processo, em razão da inércia da parte autora em fornecer informações para localização do bem e citação da parte requerida, exige intimação pessoal prévia. III ¿ RAZÕES DE DECIDIR 03. A extinção do processo por ausência de pressuposto de constituição e desenvolvimento válido não exige intimação pessoal da parte autora, conforme art. 485, IV, do CPC, sendo suficiente a intimação via Diário da Justiça. 04. Compete à parte autora fornecer informações atualizadas para viabilizar a localização do bem e a citação do réu, sob pena de inviabilizar o prosseguimento da ação. 05. No caso concreto, a parte autora foi devidamente intimada para manifestar-se sobre a localização do bem ou para solicitar a conversão da busca em ação executiva, mas permaneceu inerte. 06. A legislação aplicável (Decreto-Lei nº 911/1969, art. 4º) permite a conversão do feito em ação executiva, mas a parte autora não requereu a medida no prazo assinalado. 07. A jurisprudência pacífica reconhece que a inércia da parte autora quanto à localização do bem e citação do réu inviabiliza o desenvolvimento válido do processo, justificando sua extinção. IV ¿ DISPOSITIVO 08. Recurso conhecido e desprovido. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, em, por unanimidade dos votos, conhecer do Recurso de Agravo Interno, para negar-lhe provimento, nos termos do voto da eminente Relatora. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora (Agravo Interno Cível - 0219625-25.2022.8.06.0001, Rel. Desembargador(a) CLEIDE ALVES DE AGUIAR, 3ª Câmara Direito Privado, data do julgamento: 21/03/2025, data da publicação: 21/03/2025) <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-

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	collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DIREITO PROCESSUAL CIVIL. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AGRAVO INTERNO. AÇÃO DE BUSCA E APREENSÃO. AUSÊNCIA DE CITAÇÃO. INÉRCIA DO AUTOR EM APRESENTAR ENDEREÇO DO RÉU. FALTA DE PRESSUPOSTOS DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO DO PROCESSO. DESNECESSIDADE DE INTIMAÇÃO PESSOAL. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> DESPROVIMENTO. I. CASO EM EXAME Agravo Interno interposto por Banco Volkswagen S/A contra decisão monocrática que manteve a sentença que extinguiu, sem resolução de mérito, a Ação de Busca e Apreensão proposta em face de Nicolas Eduardo Pereira da Costa, com fundamento no art. 485, IV, do CPC/2015. O processo foi extinto em razão da inércia da parte autora em indicar endereço atualizado do requerido para viabilizar a citação e a apreensão do bem objeto da ação, conforme exigência do Decreto-Lei nº 911/69. II. QUESTÃO EM DISCUSSÃO 3. A questão em discussão consiste em verificar se é necessária a intimação pessoal do autor antes da extinção do processo por ausência de pressupostos de constituição e desenvolvimento válido, nos termos do art. 485, IV, do CPC. III. RAZÕES DE DECIDIR 4. O art. 485, IV, do CPC/2015, não exige intimação pessoal do autor em casos de extinção por ausência de pressupostos processuais, diferentemente do previsto nos incisos II e III do mesmo artigo. 5. A citação válida do réu é <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">pressuposto indispensável ao desenvolvimento da Ação de Busca e Apreensão, sendo responsabilidade da parte autora fornecer informações atualizadas para sua realização. 6. Diante da inércia da parte autora, restou inviabilizado o regular desenvolvimento do processo, legitimando a extinção do feito sem resolução de mérito. IV. DISPOSITIVO E TESE 7. Agravo Interno conhecido e desprovido. Tese de julgamento: ¿A falta de citação válida do réu, em decorrência da inércia do autor em fornecer o endereço atualizado, configura ausência de pressuposto de constituição e desenvolvimento válido do processo, dispensando a intimação pessoal do autor antes da extinção do <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">feito.¿ Dispositivos relevantes citados: CPC, art. 485, IV; Decreto-Lei nº 911/1969. Jurisprudência relevante citada: TJCE, Apelação Cível nº 0208074-77.2024.8.06.0001, Rel. Des. Carlos Augusto Gomes Correia, j. 09.10.2024; TJCE, Agravo Interno Cível nº 0200017-75.2024.8.06.0064, Rel. Des. Francisco Lucídio de Queiroz Júnior, j. 06.11.2024. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, pelo conhecimento e desprovimento do <span class="NormalTextRun SpellingErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Aclaratório , nos termos do voto do relator. Fortaleza, 2 de dezembro de 2024 CLEIDE ALVES DE AGUIAR

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	Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (Agravo Interno Cível - 0206078-02.2022.8.06.0167, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 18/12/2024, data da publicação: 18/12/2024) <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AGRAVO INTERNO. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO. FALTA DE INDICAÇÃO DE ENDEREÇO PARA CONSTRIÇÃO DE VEÍCULO. EXTINÇÃO DO PROCESSO SEM RESOLUÇÃO DO MÉRITO POR AUSÊNCIA DE PRESSUPOSTO DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. ART. 485, IV, DO CPC. DESNECESSIDADE DE INTIMAÇÃO PESSOAL PRÉVIA DO AUTOR. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RECURSO CONHECIDO E DESPROVIDO. 1. A controvérsia recursal cinge-se em verificar se assiste razão ao agravante ao exigir a prévia intimação pessoal para prosseguimento do feito. 2. Sobre o tema, o artigo 485, §1º, do Código de Processo Civil é claro ao exigir a prévia intimação pessoal para os casos de abandono da causa, hipóteses descritas nos incisos I e III do referido dispositivo. 3. No caso dos autos, contudo, não se trata de hipótese de abandono da causa. Em verdade, a extinção do processo se deu pela ausência de pressupostos de constituição e desenvolvimento válido e regular do processo, conforme a aplicação do art. 485, inciso IV, uma vez que a parte autora deixou de indicar o correto endereço para possibilitar a localização do veículo, impossibilitando o cumprimento da medida constritiva. 4. Dessa forma, desnecessária se faz a intimação pessoal da parte autora, haja vista que a exigência normativa somente se aplica às hipóteses de extinção previstas nos incisos II e III do artigo 485 do CPC e o caso em comento refere-se à extinção da ação pela falta de indicação do endereço necessário para localização do veículo. 5. Recurso conhecido e desprovido. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para NEGAR-LHE PROVIMENTO, em conformidade com o voto do eminente Relator. Fortaleza, data indicada no sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator (Agravo Interno

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Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA, 3ª Câmara Direito Privado, data do julgamento: 21/03/2025, data da publicação: 21/03/2025) <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. CIVIL E PROCESSUAL CIVIL. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. EXTINÇÃO DO PROCESSO SEM RESOLUÇÃO DE MÉRITO. AUSÊNCIA DE PRESSUPOSTO DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. ART. 321, PARAGRAFO ÚNICO C/C 485, IV, DO CPC. TENTATIVA DE LOCALIZAÇÃO DO VEÍCULO FRUSTRADA. INVIABILIZAÇÃO DO PROSSEGUIMENTO DO FEITO PELA OMISSÃO DA PARTE AUTORA QUE NÃO INDICOU NOVO ENDEREÇO NEM REQUEREU A CONVERSÃO EM AÇÃO EXECUTIVA. REQUISITO DE DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. DESNECESSÁRIA A INTIMAÇÃO PESSOAL DA PARTE <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> . RECURSO CONHECIDO E NÃO PROVIDO. 1. Trata-se de recurso de apelação interposto contra sentença que decretou a extinção do processo, sem julgamento do mérito, por ausência de pressupostos de constituição e desenvolvimento válido e regular do processo, nos termos do art. 321, parágrafo único, c/c art. 485, IV, do Código de Processo Civil, sob o fundamento de que, mesmo após ter sido intimada, a parte autora teria deixado de fornecer as informações suficientes para a localização do veículo e, com isso, inviabilizando a apreensão do veículo e o consequente desenvolvimento válido e regular do processo, diante do não cumprimento da providência solicitada, o juiz poderá indeferir a petição. 2. Após ter sido frustrada a tentativa de localização do bem e de citação da parte promovida por diversas vezes, o Juízo de origem determinou a intimação da parte autora para fornecer o endereço correto e atualizado para a realização de novos atos, sob pena de extinção do feito por falta dos pressupostos de constituição e de desenvolvimento válido e regular do processo, ou manifestar interesse pela conversão do feito em ação executiva. 3. A parte autora foi devidamente intimada por seu representante jurídico (fl. 75), contudo, nada apresentou ou requereu nos autos, conforme se depreende da certidão de fl. 77. Desse modo, por sua conduta omissiva, a parte autora impediu o

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	desenvolvimento válido e regular do processo ao inviabilizar a localização do veículo, objetivo maior da ação, e a citação do promovido, indispensável para o desenvolvimento válido e regular do processo. 4. O fornecimento de informações suficientes e atualizadas que permitam a localização do veículo a ser apreendido e a citação da parte promovida é dever da parte autora e constitui elemento imprescindível para o regular desenvolvimento da ação. Desse modo, a falta ou a inconsistência destas informações configura vício prejudicial ao prosseguimento do feito e resulta na extinção da ação, sem exame do mérito, em razão da ausência de imperioso pressuposto de desenvolvimento válido e regular do processo, hipótese que prescinde de prévia intimação pessoal da parte autora. 5. Conforme o art. 4°, do Decreto-Lei n° 611/1969, se o bem alienado fiduciariamente não for encontrado, o credor poderá requerer a conversão do feito em ação executiva. Contudo, ao não <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">fazê-la tempestivamente, como no presente caso, opera-se a preclusão, e, desta forma, deverá promover os atos necessários à localização do bem e à citação da parte promovida, sob pena de inviabilizar o desenvolvimento válido e regular da ação. 6. Com efeito, o apelante não se desincumbiu dos atos que lhe competiam, razão pela qual não há que se falar em violação dos princípios que regem o Processo Civil, previstos nos artigos 4º e 8º, do CPC, quando não colaborou com a solução do mérito, conforme preconiza o art. 6º, do CPC. 7. Recurso conhecido e não provido. Sentença mantida. (Apelação Cível - 0205000-36.2023.8.06.0167, Rel. Desembargador(a) EVERARDO LUCENA SEGUNDO, 2ª Câmara Direito Privado, data do julgamento: 24/07/2024, data da publicação: 24/07/2024) <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DETERMINAÇÃO AO AUTOR/APELANTE PARA FORNECER O ENDEREÇO DO PROMOVIDO P/ FINS DE CITAÇÃO E BUSCA E APREENSÃO, COM A ADVERTÊNCIA DE QUE EVENTUAL INÉRCIA ACARRETARIA A EXTINÇÃO DO PROCESSO, TENDO SIDO FACULTADA, AINDA, A CONVERSÃO DA BUSCA E APREENSÃO EM EXECUÇÃO. DESATENDIMENTO À ORDEM JUDICIAL. EXTINÇÃO ACERTADA, POR AUSÊNCIA DE PRESSUPOSTOS DE CONSTITUIÇÃO E DE DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. DESNECESSIDADE

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	DE INTIMAÇÃO PESSOAL <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> . PRECEDENTES. APELAÇÃO CONHECIDA, <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">PORÉM DESPROVIDA. 1. Por meio da decisão interlocutória à fl. 65, restou determinada a intimação da instituição apelante para informar o endereço do promovido para fins de busca e apreensão e citação, inclusive sob pena de extinção do feito por falta dos pressupostos de constituição e de desenvolvimento válido e regular do processo, tendo sido, inclusive, oportunizado à parte requerer a conversão da ação de busca e apreensão em execução. Ocorre que, muito embora intimado, manteve-se o Autor/apelante inerte com relação ao cumprimento da ordem judicial, obstando o andamento processual e, por conseguinte, legitimando a extinção da demanda por ausência de pressupostos de constituição e de desenvolvimento válido e regular do processo. 2. Ademais, os princípios da celeridade, instrumentalidade das formas, economia processual, ou igualmente da primazia da decisão de mérito, e ainda da proporcionalidade, não possuem o condão de assegurar a paralisação do trâmite processual de forma indefinida, de sorte que o Judiciário não pode se submeter à vontade da parte que não indica endereço de localização do veículo para fins de busca e apreensão e citação ou não promove as providências cabíveis para o prosseguimento da demanda. 3. Registro ainda que, na espécie, conforme entendimento pacificado do Colendo Superior Tribunal de Justiça (STJ), é desnecessária a intimação pessoal da parte para cumprir esta providência, porquanto não se trata de abandono da causa, mas de ausência de pressuposto de constituição e desenvolvimento válido e regular do processo. 4. APELAÇÃO CONHECIDA, <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">PORÉM <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DESPROVIDA. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun ContextualSpellingAndGrammarErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">(Apelação Cível - 0280642-28.2023.8.06.0001, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 17/07/2024, data da publicação: 19/07/2024) <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AGRAVO INTERNO EM APELAÇÃO CÍVEL. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-weight: bold; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. INÉRCIA DA PARTE AUTORA. DESNECESSIDADE DE INTIMAÇÃO PESSOAL DO AUTOR. AUSÊNCIA DOS PRESSUPOSTOS DE CONSTITUIÇÃO E DESENVOLVIMENTO PROCESSUAL. ART. 485, IV DO CPC. EXTINÇÃO DO PROCESSO. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">RECURSO CONHECIDO E NÃO PROVIDO. 1. É ônus da parte promover a citação, que é pressuposto de validade do processo (art. 239 do CPC). A ausência de citação, assim como a impossibilidade de localização do veículo por ausência de endereço, enseja a extinção da ação por ausência de pressupostos de constituição e desenvolvimento válido e regular do processo. 2. É desnecessária a intimação pessoal da parte autora, na forma do art. 485, § 1º, do CPC, porquanto a medida somente é aplicável nas hipóteses previstas nos seus incisos II e III. 3. Recurso conhecido e não provido. <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">(Agravo Interno Cível - 0243589-47.2022.8.06.0001, Rel. Desembargador(a) ANDRÉ LUIZ DE SOUZA COSTA, 4ª Câmara Direito Privado, data do julgamento: 27/02/2024, data da publicação: 27/02/2024) <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-

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	wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.7px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">No mesmo sentido, confira-se a jurisprudência do STJ: <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.7px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">AGRAVO INTERNO NO AGRAVO EM RECURSO ESPECIAL. BUSCA E APREENSÃO. FALTA DE CITAÇÃO. EXTINÇÃO DO PROCESSO SEM JULGAMENTO DE MÉRITO. INTIMAÇÃO PESSOAL. DESNECESSIDADE. DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. PRESSUPOSTOS DE CONSTITUIÇÃO. AUSÊNCIA. REVISÃO. SÚMULA Nº 7/STJ. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> 1. Recurso especial interposto contra acórdão publicado na vigência do Código de Processo Civil de 2015 (Enunciados Administrativos <span class="NormalTextRun SpellingErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">nºs <span class="NormalTextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text;">2 e 3/STJ). <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">2. A jurisprudência do Superior Tribunal de Justiça é firme no sentido de que a falta de citação do réu configura ausência de pressuposto de validade da relação processual, ensejando sua extinção sem exame de mérito, prescindindo da intimação prévia do autor. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">3. Na hipótese, o tribunal de origem concluiu que a agravante não forneceu o endereço para que a citação do réu/agravado fosse realizada, ensejando a extinção do feito sem julgamento do mérito. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">4. No caso em apreço, rever as conclusões do acórdão estadual demandaria o revolvimento do conjunto fático-probatório, o que atrai o óbice da Súmula nº 7/STJ. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial,

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	Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">5. Agravo interno não provido. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR"> (<span class="NormalTextRun SpellingErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AgInt no <span class="NormalTextRun SpellingErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">AREsp n. 1.872.705/PE, relator Ministro Ricardo Villas Bôas <span class="NormalTextRun SpellingErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Cueva , Terceira Turma, julgado em 20/6/2022, <span class="NormalTextRun SpellingErrorV2Themed SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">DJe de 24/6/2022.) <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px 151px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-

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	webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Ressalte-se também que, consoante se extrai da jurisprudência acima colacionada, é desnecessária a intimação pessoal da parte autora (art. 485, § 1º, do CPC), porquanto a medida somente é aplicável nas hipóteses previstas nos seus incisos II e III, ao passo que no caso em liça se configurou a ausência de pressupostos de constituição e de desenvolvimento válido e regular do processo, na forma do inciso IV, todos do mesmo art. 485 do CPC. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; 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-webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR">

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	<span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Por derradeiro, não pode ser acolhida a insurgência acerca da ausência de apreciação, pelo juízo <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; font-style: italic; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">a quo, <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">do pedido de retirada dos autos da tramitação em Segredo de Justiça. Isso porque, a agravante não demonstrou que tal circunstância tenha ensejado em prejuízo processual, uma vez que foi regularmente intimada dos despachos e decisões, bem como, apresentou os respectivos recursos de forma tempestiva. Não obstante, tal tese não foi suscitada nas razões recursais da apelação. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Não trazendo a recorrente quaisquer novos elementos capazes a alterar o que já restou consignado na decisão monocrática ora impugnada, bem como restando essa em conformidade com a jurisprudência desse Sodalício, mister se faz a sua manutenção. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt;

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	line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Ante o exposto, conheço do presente agravo interno para negar-lhe provimento, mantendo-se inalterada a decisão monocrática combatida. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">É como voto. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p

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	class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, 14 de maio de 2025. <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> </p> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px;

Processo	0202187-15.2024.8.06.0001
	font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif; font-variant-ligatures: none !important;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 16px 0px 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 113px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 18px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;"> <div class="OutlineElement Ltr SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW106233510 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: "Times New Roman", "Times New Roman_EmbeddedFont", "Times New Roman_MSFontService", serif;">

Processo	0275334-79.2021.8.06.0001
Número de ordem	50
Órgão julgador	4º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	PAULO DE TARSO PIRES NOGUEIRA
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	BANCO ITAUCARD S.A. ITAU UNIBANCO S.A.
Advogado(s) - Polo ativo	CLAUDIO KAZUYOSHI KAWASAKI - (CE27567-A)
Polo passivo	MOACIR FELIX DE SOUSA
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

Processo	0275334-79.2021.8.06.0001
Acordão	<div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">ESTADO DO CEARÁ <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">PODER JUDICIÁRIO <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TRIBUNAL DE JUSTIÇA <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">GABINETE DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div

Processo	0275334-79.2021.8.06.0001
	class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <div class="TableContainer Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 2px 0px 2px -5px; padding: 0px; user-select: text; overflow: visible; position: relative; display: flex; justify-content: flex-start;"> <table class="Table Ltr TableWordWrap SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; table-layout: fixed; width: 0px; border-collapse: collapse; empty-cells: show; position: relative; overflow: visible; background: transparent; border-spacing: 0px;" border="1"> <tbody class="SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> <tr class="TableRow SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstRow FirstCol LastCol AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Processo: <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 0275334-79.2021.8.06.0001 <span class="NormalTextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0275334-79.2021.8.06.0001
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;"> - Apelação Cível <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> <tr class="TableRow SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; height: 20px;"> <td class="FirstCol LastCol LastRow AdvancedProofingLightMode ContextualSpellingLightMode SpellingErrorLightMode SimilarityReviewedBlack SimilarityUnreviewedLightMode AddInCritiqueRedLightMode AddInCritiqueGreenLightMode AddInCritiqueBlueLightMode AddInCritiqueLavenderLightMode AddInCritiqueBerryLightMode HighContrastShading SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow: visible; vertical-align: top; position: relative; background-color: #d9d9d9; background-clip: padding-box; border: 1px solid; width: 600px;"> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Apelante/Apelado: <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Banco Itaucard S/A e Moacir Félix de Sousa <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> </td> </tr> </tbody> </table> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div

Processo	0275334-79.2021.8.06.0001
	class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">EMENTA: APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. COMPROVAÇÃO DA MORA. NOTIFICAÇÃO EXTRAJUDICIAL. AR DEVOLVIDO COM INFORMAÇÃO “NÃO PROCURADO”. VALIDADE. TEMA REPETITIVO 1132 STJ. RECURSO CONHECIDO E PROVIDO. 01. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Cinge-se a controvérsia em examinar se foi correta a sentença nos autos da ação de busca e apreensão, pela qual se extinguiu o feito, sem resolução do mérito, nos termos do artigo 485, inciso IV, do Código de Processo Civil, em razão da ausência de documento indispensável à propositura da demanda, qual seja, notificação extrajudicial válida. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">02. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Cotejando a prova documental que instrui a exordial, tem-se como comprovadas <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">a formalização entre as partes do Contrato de Financiamento para aquisição de veículo garantido por alienação fiduciária (ID 14902890) <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, bem como a mora, por meio da <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-

Processo	0275334-79.2021.8.06.0001
	variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">notificação extrajudicial enviada para o endereço da parte devedora informado naquele instrumento (ID 14902892) <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, nos moldes do Tema Repetitivo 1132 firmado pelo STJ. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">03. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> Ainda sobre o cumprimento da notificação extrajudicial acima referida, oportuno ressaltar o entendimento do firmado na Segunda Seção do STJ por ocasião do julgamento dos Recursos Especiais 1.951.188/RS e 1.951.662/RS, sob o rito de recursos repetitivos (Tema 1132), de que para fins do artigo 2°, §2°, do Decreto-Lei n° 911/1969, com as alterações procedidas pela Lei n° 14.043/2014, é suficiente que o credor comprove o envio da carta registrada com aviso de recebimento ao endereço indicado no contrato, sendo prescindível o recebimento pelo devedor, estando aí incluída a hipótese de devolução da correspondência com o aviso de “ outr o s ”, como se verifica na hipótese da presente demanda. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight:

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	bold;" lang="PT-BR" xml:lang="PT-BR">04. Apelação conhecida e provida. Retorno dos autos ao juízo <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">a quo <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">para regular processamento. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial,

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	Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHECER <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">e <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR PROVIMENTO <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ao recurso interposto, nos termos do voto do Relator. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data da assinatura digital. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both;

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	cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Presidente do Órgão Julgador <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0"

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	style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; background-color: transparent; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> <span class="NormalTextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-

Processo	0275334-79.2021.8.06.0001
	tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">RELATÓRIO <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Trata-se de Recurso de Apelação interposto por <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> BANCO ITAU S/A <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , contra sentença proferida pelo Juízo da 3 2ª Vara Cível da Comarca de Fortaleza /CE, que, nos autos de <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Ação Busca de Apreensão <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-

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	numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, intentada pelo apelante em face de <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">MOACIR FÉLIX DE SOUSA <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, extinguiu o feito sem resolução do mérito, nos seguintes termos (ID 14902922): <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"(...) <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Diante do exposto, declaro extinto o processo, o que faço por sentença, para que produza os devidos e legais efeitos, e com fulcro no dispositivo legal insculpido nos artigos 320 c/c 485, inciso I do CPC, determino que após o trânsito em julgado desta sentença, dê-se baixa e arquivem-se os autos. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-

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	kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-ligatures: none !important; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Condeno a parte autora ao pagamento de custas processuais, a incidirem sobre o valor da causa, já adiantadas quando do ajuizamento da demanda <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(...)". <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inconformado, <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> o autor interpôs recurso apelatório <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> alegando, em suma, que a sentença objurgada merece ser reformada, tendo em vista que o autor <span class="NormalTextRun

Processo	0275334-79.2021.8.06.0001
	SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;">preencheu o requisito pertinente à espécie para fins de constituição em mora do devedor, previstos no Decreto-Lei nº 911/69 . Defende, ainda, que consoante entendimento fixado no Tema Repetitivo nº 1.132 do STJ, o envio da notificação extrajudicial expedida para o endereço informado no instrumento contratual é suficiente para fins de constituição da mora. Ao final, pugna pelo conhecimento e provimento do presente apelo (ID 14902926). <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Sem contrarrazões <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> , <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> ante a ausência de <span class="NormalTextRun SpellingErrorV2Themed SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">triangularização <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da relação processual. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Em sede de <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> juízo de retratação, <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">o magistrado de origem manteve a sentença, conforme decisão interlocutória ao ID 19242919. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Considerando tratar-se de demanda com interesse meramente patrimonial, <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> deixo de remeter os autos à Procuradoria de Justiça, nos termos da Resolução nº 047/2018, do Órgão Especial do Colégio de Procuradores de Justiça do Estado do Ceará. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Após, os autos ascenderam para julgamento nesta Corte. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-

Processo	0275334-79.2021.8.06.0001
	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o relatório. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; color: #ff0000; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora da assinatura digital. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text;

Processo	0275334-79.2021.8.06.0001
	overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; color: #ff0000;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> VOTO <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe

Processo	0275334-79.2021.8.06.0001
	UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 94px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> I - DOS PRESSUPOSTOS DE ADMISSIBILIDADE <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Inicialmente, cabe-me verificar a presença dos pressupostos de admissibilidade estabelecidos pela norma processual civil, quais sejam, a tempestividade, o cabimento, a legitimidade, a regularidade formal, o interesse e a inexistência de fato impeditivo ou extintivo do direito de recorrer. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Preenchidos os pressupostos de admissibilidade, <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span

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	class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">da insurgência. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> II - DO MÉRITO <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Cinge-se a pretensão recursal em aferir se foram cumpridos os requisitos legais necessários para a extinção do presente feito, nos termos do artigo 485, inciso I, do Código de Processo Civil. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Pois bem. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Como cediço, a constituição formal do devedor do contrato de alienação fiduciária em mora constitui pressuposto processual da ação de busca e apreensão. Para tanto, disciplina o art. 3º do Decreto-Lei 911/69, <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; font-style: italic; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> in <span class="NormalTextRun SpellingErrorV2Themed SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">verbis : <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Art. 3° O proprietário fiduciário ou credor poderá, desde que comprovada a mora, na forma estabelecida pelo § 2° do art. 2°, ou o inadimplemento, requerer contra o devedor ou terceiro a busca e apreensão do bem alienado

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	fiduciariamente, a qual será concedida liminarmente, podendo ser apreciada em plantão judiciário.” <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Assim sendo, constata-se que a ausência da comprovação da mora conduz à extinção do feito sem resolução de mérito, nos termos do artigo 485, incisos I e IV, da lei processual, haja vista ser documento indispensável à propositura da ação de busca e apreensão. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido, quanto ao tema, não é outro o entendimento firmado por meio do enunciado contido na Súmula 72 do Superior Tribunal de Justiça: <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> </p> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“ <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Súmula 72, STJ- <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">"A comprovação da mora é imprescindível à busca e apreensão do bem alienado fiduciariamente". <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Destarte, <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a confirmação da prévia ciência pelo devedor tem por finalidade evitar que o alienante seja surpreendido com a subtração abrupta do bem dado em garantia sem que antes seja inequivocamente cientificado da mora, garantindo-lhe, assim, a oportunidade de saldar a dívida pendente e manter-se infirmado em sua posse do bem. Pode, ainda, entregá-lo, voluntariamente, ao credor. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color:

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	windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Sob essa perspectiva, observa-se que estabelecido no art. 2º, §2º, do Decreto-Lei nº 911/69 que <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a notificação extrajudicial é a via eficaz para constituir o devedor em mora, sendo desnecessária a sua intimação pessoal, <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">senão vejamos: <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Art. 2º. No caso de inadimplemento ou mora nas obrigações contratuais garantidas mediante alienação fiduciária, o proprietário fiduciário ou credor poderá vender a coisa a terceiros independentemente de leilão, hasta pública, avaliação prévia ou qualquer outra medida judicial ou extrajudicial, salvo disposição expressa em contrário prevista no contrato, devendo aplicar o preço da venda no pagamento de seu crédito e das despesas decorrentes e entregar ao devedor o saldo apurado, se houver. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag:

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	none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(...) <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">§ 2º. A mora decorrerá do simples vencimento do prazo para pagamento e poderá ser comprovada por carta registrada com aviso de recebimento, não se exigindo que a assinatura constante do referido aviso seja a do próprio destinatário. (Parágrafo alterado pela Lei nº 13.043/2014)". <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Cotejando a prova documental que instrui a exordial, tem-se como comprovadas <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> a formalização entre as partes do Contrato de Financiamento para aquisição de veículo garantido por alienação fiduciária (ID 14902890) <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, bem como a mora, por meio da <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> notificação extrajudicial enviada para o endereço da parte devedora informado naquele instrumento (ID 14902892) <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, nos moldes do Tema Repetitivo 1132 firmado pelo STJ, abaixo transcrito: <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px

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	0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“Em ação de busca e apreensão fundada em contratos garantidos com alienação fiduciária (art. 2º, § 2º, do Decreto-Lei n. 911/1969), para a comprovação da mora, é suficiente o envio de notificação extrajudicial ao devedor no endereço indicado no instrumento contratual, dispensando-se a prova do recebimento, quer seja pelo próprio destinatário, quer por terceiros.” <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Ainda sobre o cumprimento da notificação extrajudicial acima referida, oportuno ressaltar o entendimento do firmado na Segunda Seção do STJ por ocasião do julgamento dos Recursos Especiais 1.951.188/RS e 1.951.662/RS, <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> sob o rito de recursos repetitivos (Tema 1132), de que para fins do artigo 2°, §2°, do Decreto-Lei n° 911/1969, com as alterações procedidas pela Lei n° 14.043/2014, é suficiente que o credor comprove o envio da carta registrada com aviso de recebimento ao endereço indicado no contrato, sendo prescindível o recebimento pelo devedor, estando aí incluída a hipótese <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; text-decoration-line: underline; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> de devolução da correspondência com o aviso de “ outr o

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	s ”, como se verifica na hipótese da presente demanda. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Nesse sentido é a jurisprudência do egrégio TJCE (grifado): <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">“APELAÇÃO CÍVEL. B <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">USCA E APREENSÃO. EXTINÇÃO SEM RESOLUÇÃO DO MÉRITO. NOTIFICAÇÃO DEVOLVIDA. “NÃO PROCURADO”. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">TEMA 1132 DO STJ. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-

Processo	0275334-79.2021.8.06.0001
	height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">ENVIO DO DA NOTIFICAÇÃO AO ENDEREÇO DO DEVEDOR É SUFICIENTE, SENDO DESNECESSÁRIA A PROVA DO SEU RECEBIMENTO. MORA COMPROVADA. RECURSO CONHECIDO E PROVIDO. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 1. É cediço que a mora, nos contratos de alienação fiduciária, constitui-se <span class="NormalTextRun SpellingErrorV2Themed SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">ex <span class="NormalTextRun SpellingErrorV2Themed SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">re , ou seja, decorre do próprio inadimplemento, segundo disposições dos <span class="NormalTextRun SpellingErrorV2Themed SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">arts . 2º, §2º e 3º do Decreto-Lei n. 911/69. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">2. No entanto, para a concessão da tutela referente à busca e apreensão de veículo, objeto de contrato com garantia de alienação fiduciária, é imprescindível a constituição em mora do devedor, mas que, na linha de posicionamento do Superior Tribunal de Justiça, consolidado, inclusive, em sede de julgamento de recurso repetitivo, só se dá por meio de notificação extrajudicial enviada ao devedor, podendo ser remetido, até mesmo, por Comarca diversa do domicílio do devedor. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color:

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	transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 3.Neste passo, saliente-se que, recentemente, a Segunda Seção do Superior Tribunal de Justiça, ao julgar o Recurso Especial nº 1.951.662/RS, precisamente no dia 09 de agosto de 2023, proclamou, para os fins repetitivos, a aprovação da seguinte tese no Tema 1.132: "Para a comprovação da mora nos contratos garantidos por alienação fiduciária, é suficiente o envio de notificação extrajudicial ao devedor no endereço indicado no instrumento contratual, dispensando-se a prova do recebimento, quer seja pelo próprio destinatário, quer por terceiros." <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">4. Daí porque basta o envio da notificação ao endereço do devedor fiduciante constante do contrato, sendo dispensável a prova do efetivo recebimento da correspondência. <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Então, pouco importa o motivo da devolução anotado no AR, se “mudou-se”, “não procurado”, “ausente”, “endereço insuficiente”, “não existe o número”, “desconhecido”, “recusado” ou outro””. Inexistindo notícia de modulação dos efeitos do acórdão paradigma e dentro do que determina o art. 1.040 do CPC, a aplicação da tese firmada pelo Tribunal Superior é medida que se impõe. LOGO, DEVE SER REFORMADA A SENTENÇA. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-

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	variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">5. RECURSO CONHECIDO E PROVIDO. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">(Apelação Cível - 0201199-19.2023.8.06.0101, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 12/06/2024, data da publicação: 13/06/2024). <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">DIREITO PROCESSUAL CIVIL. AGRAVO INTERNO. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService,

Processo	0275334-79.2021.8.06.0001
	sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">BUSCA E APREENSÃO. CONSTITUIÇÃO DA MORA. AVISO DE RECEBIMENTO COM INFORMAÇÃO ¿NÃO PROCURADO¿ <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">. DECISÃO MONOCRÁTICA QUE RECONHECEU A VALIDADE. MANUTENÇÃO. RECURSO CONHECIDO E DESPROVIDO. I. Caso em exame: 1. Trata-se de Agravo Interno interposto visando a reforma de decisão monocrática proferida por esta Relatoria, nos autos da Apelação Cível, em ação de busca e apreensão com pedido liminar e que tramitou perante o Juízo da 2ª Vara da Comarca de Granja-CE. II. Questão em discussão: 2. A controvérsia recursal consiste em averiguar o acerto da decisão monocrática que deu provimento ao recurso de apelação, sob o fundamento de que houve mudança no entendimento jurisprudencial para reconhecer a validade da constituição em mora da devedora com o envio da notificação extrajudicial ao endereço indicado no contrato, dispensando-se a prova do recebimento. III. Razões de decidir: <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 3. No caso dos autos, em que pese a notificação extrajudicial enviada ao devedor tenha retornado com o aviso de recebimento de ¿não procurado¿, o banco demonstrou o envio da referida notificação para o mesmo endereço indicado no contrato, razão pela qual a situação acaba por se adequar ao entendimento consolidado pelo STJ, no sentido de que o envio da notificação ao endereço indicado em contrato, pelo devedor, torna a mora válida. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">IV. Dispositivo e tese: Recurso conhecido e desprovido. Tese de julgamento: ¿Para a comprovação da mora nos contratos garantidos por alienação fiduciária, é suficiente o envio de notificação extrajudicial ao devedor no endereço indicado no instrumento contratual, dispensando-se a prova do recebimento, quer seja pelo próprio destinatário, quer por terceiros¿. Dispositivos relevantes citados: Decreto-Lei nº 911/69, art. 2º, §2º e art. 3º; Súmula 72 do STJ; REsp nº 1.951.888/RS e do REsp nº 1.951.662/RS, Tema nº 1.132 do STJ. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para NEGAR-LHE provimento, nos termos do voto proferido pelo Desembargador Relator. Fortaleza, 05 de fevereiro de 2025. MARCOS WILLIAM LEITE DE OLIVEIRA Presidente do Órgão Julgador FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR Desembargador Relator (Agravo Interno Cível - 0200574-45.2023.8.06.0081, Rel. Desembargador(a) FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR, 3ª Câmara Direito Privado, data do julgamento: 05/02/2025, data da publicação: 05/02/2025) <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph

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	SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">AÇÃO EXTINTA SEM RESOLUÇÃO DE MÉRITO. ART. 485, INCISO I, DO CPC. IRRESIGNAÇÃO DO BANCO APELANTE. ENVIO DA CARTA COM <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> AVISO DE RECEBIMENTO AO ENDEREÇO DISPOSTO EM CONTRATO. DEVOLUÇÃO COM A INFORMAÇÃO DE DESTINATÁRIO ¿NÃO PROCURADO¿. INCIDÊNCIA DO TEMA REPETITIVO DE N° 1.132 EM TESE FIRMADA PELO STJ. COMPROVAÇÃO DA CONSTITUIÇÃO EM MORA DO DEVEDOR. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CONHECIDA E PROVIDA. SENTENÇA ANULADA. 1. O cerne da controvérsia reside no exame de validade da notificação extrajudicial enviada pelo Banco apelante para fins de propositura da ação de busca e apreensão, uma vez que a referida notificação não foi efetivamente recebida na residência do demandado, havendo o respectivo aviso de recebimento retornado com a informação de destinatário "não ¿procurado". <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">2. Sobre o tema, ressalto que, consoante o enunciado sumular nº 72 do STJ, "a comprovação da mora é imprescindível à busca e apreensão do bem alienado fiduciariamente". <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px;

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	padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">3. Para efeito de propositura de Ação de Busca e Apreensão de bem alienado fiduciariamente, o Decreto-Lei nº 911/1969 possibilita a comprovação da mora ¿por carta registrada com aviso de recebimento, não se exigindo que a assinatura constante do referido aviso seja a do próprio destinatário¿, conforme disposto no seu art. 2º, § 2º. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">4. <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Impende ressaltar, contudo, que, em 09 de agosto de 2023, por ocasião do julgamento do REsp 1.951.888/RS e do REsp 1.951.662/RS em sede de recurso repetitivo (Tema 1.132), a 2ª Seção do Superior Tribunal de Justiça, fixou, por maioria, o entendimento de que ¿[...] para a comprovação da mora nos contratos garantidos por alienação fiduciária, é suficiente o envio de notificação extrajudicial ao devedor no endereço indicado no instrumento contratual, dispensando-se a prova do recebimento, quer seja pelo próprio destinatário, quer por terceiros¿. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR"

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	xml:lang="PT-BR"> 5. Assim, ainda que o aviso de recebimento da notificação extrajudicial (fl. 145), enviada ao endereço informado quando da celebração da avença (fls. 3114 e ss.), tenha sido devolvido com a inscrição ¿não procurado¿, o reconhecimento da eficácia do ato é medida que se impõe, conforme entendimento consolidado no Tema 1.132/STJ. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR"> 6. Recurso conhecido e provido. Sentença anulada. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer e dar provimento ao recurso, de acordo com o voto do Relator. <span class="NormalTextRun SpellingErrorV2Themed SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; background-position: 0px 100%; background-repeat: repeat-x; background-image: url("data; border-bottom: 1px solid transparent;">Fortaleza,data e hora da assinatura digital. MARCOS WILLIAM LEITE DE OLIVEIRA Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (Apelação Cível - 0200436-37.2024.8.06.0051, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 31/07/2024, data da publicação: 01/08/2024) <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-

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	drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">APELAÇÃO CÍVEL. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">AÇÃO DE BUSCA E APREENSÃO <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">. COMPROVAÇÃO DA MORA. <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> NOTIFICAÇÃO EXTRAJUDICIAL. AR DEVOLVIDO COM INFORMAÇÃO ¿NÃO PROCURADO¿. VALIDADE. TEMA REPETITIVO 1132 STJ. <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">RECURSO CONHECIDO E PROVIDO. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">01. Cinge-se a controvérsia em examinar se foi correta a sentença nos autos da ação de busca e apreensão, pela qual se extinguiu o feito, sem resolução do mérito, nos termos do artigo 485, inciso IV, do Código de Processo Civil, em razão da ausência de documento indispensável à propositura da demanda, qual seja, notificação extrajudicial válida. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt;

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	font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">02. Na hipótese dos autos, cotejando a prova documental que instrui a exordial, tem-se como comprovadas a formalização entre as partes do Contrato de Financiamento para aquisição de veículo garantido por alienação fiduciária (fls. 14/21), bem como a mora, por meio da notificação extrajudicial enviada para o endereço do devedor informado no respectivo instrumento, nos moldes do <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> Tema Repetitivo 1132 firmado pelo STJ. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; text-decoration-line: underline; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> 03. Ainda sobre o cumprimento da notificação extrajudicial acima referida, oportuno ressaltar o entendimento do firmado na Segunda Seção do STJ por ocasião do julgamento dos Recursos Especiais 1.951.188/RS e 1.951.662/RS, sob o rito de recursos repetitivos (Tema 1132), de que para fins do artigo 2°, §2°, do Decreto-Lei n° 911/1969, com as alterações procedidas pela Lei n° 14.043/2014, é suficiente que o credor comprove o envio da carta registrada com aviso de recebimento ao endereço indicado no contrato, sendo prescindível o recebimento pelo devedor, estando aí incluída a hipótese de devolução da correspondência com o aviso de ¿não procurado¿, como se verifica na hipótese da presente demanda. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 10pt; font-style: italic; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">04. APELAÇÃO CONHECIDA E PROVIDA, com o retorno dos autos ao juízo a quo para regular processamento. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em CONHECER e DAR PROVIMENTO ao recurso interposto, nos termos do voto do Relator. Fortaleza, data da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator (Apelação Cível - 0205647-36.2022.8.06.0112, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA, 3ª Câmara Direito Privado, data do julgamento: 26/02/2025, data da publicação: 26/02/2025)".

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	<span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 0px 288px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 10pt; line-height: 15px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por conseguinte, a modificação da sentença combatida é medida que se impõe. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun Underlined SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 16pt; text-decoration-line: underline; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR"> DISPOSITIVO <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 16pt; line-height: 37.5px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p

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	class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Por todos os argumentos supramencionados e em harmonia com os excertos jurisprudenciais supracitados, <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">CONHEÇO <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">do Recurso de Apelação para, no mérito, <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">DAR-LHE PROVIMENTO <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">, a fim de anular a sentença e determinar o retorno dos autos ao juízo de origem para o regular prosseguimento do feito. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">É o voto. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> </p> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-

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	highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;" lang="PT-BR" xml:lang="PT-BR">Fortaleza, data e hora pelo sistema. <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: justify; text-indent: 144px;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext; text-align: center;" lang="PT-BR" xml:lang="PT-BR"> <span class="TextRun SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-variant-numeric: normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif; font-weight: bold;" lang="PT-BR" xml:lang="PT-BR">Relator <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 14pt; line-height: 33px; font-family: Arial, Arial_EmbeddedFont, Arial_MSFontService, sans-serif;"> <div class="OutlineElement Ltr SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; clear: both; cursor: text; overflow: visible; position: relative; direction: ltr; font-family: "Segoe UI", "Segoe UI Web", Arial, Verdana, sans-serif; font-size: 12px;"> <p class="Paragraph SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px 0px 10.6667px; padding: 0px; user-select: text; overflow-wrap: break-word; white-space-collapse: preserve; vertical-align: baseline; font-kerning: none; background-color: transparent; color: windowtext;" lang="PT-BR" xml:lang="PT-BR"> <span class="EOP SCXW51749743 BCX0" style="-webkit-user-drag: none; -webkit-tap-highlight-color: transparent; margin: 0px; padding: 0px; user-select: text; font-size: 12pt; line-height: 20.925px; font-family: Aptos, Aptos_EmbeddedFont, Aptos_MSFontService, sans-serif;">

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Número de ordem	51
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Material
Polo ativo	MARYANNE SOUSA TAVARES
Advogado(s) - Polo ativo	Não informado
Polo passivo	BANCO SANTANDER (BRASIL) S.A.
Advogado(s) - Polo passivo	JOAO THOMAZ PRAZERES GONDIM - (CE53036-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: 0232975-17.2021.8.06.0001 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: APELAÇÃO CÍVEL EM AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C PEDIDO LIMINAR e REPARAÇÃO DE DANOS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: 33ª VARA CÍVEL DA COMARCA DE FORTALEZA/CE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELANTE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: MARYANNE SOUSA TAVARES <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: BANCO SANTANDER (BRASIL) S.A. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO

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	JULGADOR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: TERCEIRA CÂMARA DE DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: 'Liberation Serif'; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. EXTINÇÃO DO PROCESSO SEM RESOLUÇÃO DE MÉRITO POR ABANDONO DA CAUSA. ERROR IN PROCEDENDO. NULIDADE DA SENTENÇA. RECURSO PROVIDO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. Caso em exame <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1.Recurso de apelação interposto contra sentença que extinguiu o processo sem resolução de mérito, com fundamento no art. 485, II, do CPC, por suposto abandono da causa pela parte autora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. Questão em discussão <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. A questão em discussão consiste em saber se: (i) houve efetivo abandono da causa pela parte autora; e (ii) se foram observados os requisitos legais para a extinção do processo sem resolução de mérito. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. Razões de decidir <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. A inércia da parte em se manifestar sobre proposta de acordo e produção de outras provas, como determinado na decisão de id <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">19326511, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">não configura, por si só, abandono da causa passível de extinção do processo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. A extinção do processo por abandono da causa requer a intimação pessoal da parte para suprir a falta no prazo de 5 dias, conforme art. 485, §1º do CPC, e requerimento do réu, consoante Súmula 240 do STJ. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV.

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	Dispositivo e tese <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Recurso provido. Sentença anulada <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: " <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. A não manifestação sobre proposta de acordo e de produção de outras provas não configura abandono da causa. 2. A extinção do processo sem resolução de mérito por abandono da causa requer a prévia intimação pessoal da parte e o requerimento do réu." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dispositivos relevantes citados: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CPC, art. 485, III e §1º. Jurisprudência relevante citada: STJ, Súmula 240; STJ, REsp n. 261.789/MG. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, em conhecer e dar provimento ao recurso de apelação cível, de acordo com o voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data indicada no sistema. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora <span style="font-size: 12pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de recurso de Apelação Cível, interposta por Maryanne Sousa Tavares, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">em face de <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400;

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	font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">BANCO SANTANDER (BRASIL) S.A., contra sentença que extinguiu o feito sem resolução do mérito, com fulcro no art. 485, II, do CPC, nos seguintes termos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(…) Nesse cenário, o art. 485, inc. II, do Código de Processo Civil, estabelece que o juiz não resolverá o mérito quando o processo ficar parado por mais de um ano por negligência das partes. Ainda no incido II, do mesmo dispositivo, é determinado que antes da extinção do processo o Magistrado deverá intimar pessoalmente a parte para suprir a falta, e assim procedeu este juízo. Contudo, é evidente a ausência de interesse da Autora, não havendo razão para que o processo permaneça tramitando sem que a parte interessada cumpra o ônus processual que lhe compete. Diante do exposto, decido pelo arquivamento dos autos e EXTINÇÃO DO PROCESSO SEM RESOLUÇÃO DO MÉRITO, com base no art. 485, II, do Código de Processo Civil; ficando revogada a tutela antecipada deferida. Custas e honorários advocatícios na forma do art. 485, § 2º, do CPC, a cargo da promovente. Contudo, restam suspensos, uma vez que deferida a gratuidade da justiça. (...) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignada, a parte autora interpôs o Recurso de Apelação (id 19326560) no qual aduz, em suma, que a manifestação das partes era facultativa, conforme previsão da decisão interlocutória de id19326511, não podendo o silêncio da parte autora ser interpretado como negligência. Ainda afirma que não houve a intimação do Defensor Público. Ao final, requer a reforma da sentença a fim de que se determine a remessa dos autos para o juízo singular, para devido prosseguimento do feito <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Contrarrazões de id 19326565 pelo desprovimento do recurso. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório, no essencial. <span style="font-size: 12pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Atendidos os pressupostos recursais intrínsecos (cabimento, interesse, legitimidade e inexistência de fato extintivo do direito de recorrer) e os pressupostos recursais extrínsecos (regularidade formal, tempestividade, preparo, inexistência de fato impeditivo do direito de recorrer e capacidade processual do recorrente), o recurso deve ser admitido, o que impõe o seu conhecimento e a sua apreciação. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Cinge-se a controvérsia em verificar se a juíza a quo agiu acertadamente extinguindo o processo sem resolução do mérito, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">com base no art. 485, II, do Código de Processo Civil, ante o descumprimento do despacho de id 19326532, que determinou que a parte autora se manifestasse sobre o interesse no prosseguimento do feito, tendo a requerente permanecido inerte. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">Compulsando os autos, verifico que o referido despacho de id 19326532, conforme já dito, determinou a intimação da parte autora para, no prazo de 5 dias, manifestar sobre o interesse no prosseguimento do feito, sob pena de extinção sem resolução do mérito, vejamos: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“ <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Intime-se a parte autora, pessoalmente por meio de mandado, para comparecer à Defensoria Pública e dizer, no prazo de 5 (cinco) dias, se há interesse no prosseguimento do feito, em virtude do lapso temporal já transcorrido, sob pena de extinção do processo, na forma do art. 485, inciso III c/c § 1º do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Assim, apesar de devidamente intimada sobre o retro despacho, a parte autora manteve-se inerte no prazo determinado, consoante certidão de id 19326537, razão pela qual sobreveio a sentença extintiva (id 19326554). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ocorre que, não obstante a inércia da autora ao cumprimento do despacho, em conformidade com o arguido pela autora apelante, a decisão de id 19326511, proferida anteriormente ao despacho retromencionado, contém uma determinação judicial facultativa, nos termos a seguir: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em conseguinte, versando o litígio sobre direito patrimonial disponível, intimem-se as partes <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">para, querendo, <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">apresentar proposta concreta de acordo, no prazo comum de 15 (quinze) dias. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">No mesmo tempo, <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">acaso pretendam<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, especifiquem as provas a serem produzidas, esclarecendo suas necessidades para o julgamento da ação, importando seus silêncios em julgamento antecipado do mérito, nos termos do art. 355, I, do CPC/2015. (grifo nosso) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Clarividente também que, como dito pela magistrada sentenciante, a ação foi ajuizada em 2021 e a última petição da Requerente data do mesmo ano, não mais se manifestando mais nos autos, tendo transcorrido, assim, mais de dois anos de inércia, motivo pelo qual despachou intimando acerca do interesse no prosseguimento do feito. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Entretanto, inobstante a inércia da autora após o

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	ajuizamento da ação, entendo que a ausência de movimentação processual não se deu por sua culpa, na medida que, como já explanado, a decisão interlocutória de id 19326511 facultou a manifestação das partes acerca de interesse em acordo, ou de produção de mais provas, de modo que o silêncio atrairia o julgamento antecipado do mérito, nos termos do art. 355, I, do CPC/2015. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ademais, quando intimada para manifestar interesse no prosseguimento do feito, na mensagem do whatsapp (id 19326535), a autora expressamente escreveu “Irei prosseguir/Como faço?”, o que só reforça o desejo em continuar a litigar. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Impende mencionar que o artigo 485 do Código de Processo Civil estabelece as hipóteses de extinção da demanda sem resolução de mérito, senão vejamos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 485. O juiz não resolverá o mérito quando: I - indeferir a petição inicial; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II - o processo ficar parado durante mais de 1 (um) ano por negligência das partes; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III - por não promover os atos e as diligências que lhe incumbir, o autor abandonar a causa por mais de 30 (trinta) dias; IV - verificar a ausência de pressupostos de constituição e de desenvolvimento válido e regular do processo; V - reconhecer a existência de perempção, de litispendência ou de coisa julgada; VI - verificar ausência de legitimidade ou de interesse processual; VII - acolher a alegação de existência de convenção de arbitragem ou quando o juízo arbitral reconhecer sua competência; <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VIII - homologar a desistência da ação; IX - em caso de morte da parte, a ação for considerada intransmissível por disposição legal; e X - nos demais casos prescritos neste Código. § 1º <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nas hipóteses descritas nos incisos II e III, a parte será intimada pessoalmente para suprir a falta no prazo de 5 (cinco) dias. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">§ 2º No caso do § 1º, quanto ao inciso II, as partes pagarão proporcionalmente as custas, e, quanto ao inciso III, o autor será condenado ao pagamento das despesas e dos honorários de advogado. § 3º O juiz conhecerá de ofício da matéria constante dos incisos IV, V, VI e IX, em qualquer tempo e grau de jurisdição, enquanto não ocorrer o trânsito em julgado. § 4º Oferecida a contestação, o autor não poderá, sem o consentimento do réu, desistir da ação. § 5º A desistência da ação pode ser apresentada até a sentença. § 6º Oferecida a contestação, a extinção do processo por abandono da causa pelo autor depende de requerimento do réu. § 7º Interposta a apelação em qualquer dos casos de que tratam os incisos deste artigo, o juiz terá 5 (cinco) dias para retratar-se. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(gn) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">In casu <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, constata-se que houve despacho de id 19326532 determinando intimação pessoal da parte autora para se manifestar acerca de interesse no prosseguimento processual, sob pena de extinção do feito. Contudo, não obstante a ausência de manifestação processual no prazo assinalado, entendo que o despacho foi equivocado, haja vista que o processo não se encontrava parado por negligência das

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	partes. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ora, se a decisão interlocutória de id 19326511 facultou a manifestação das partes acerca de produção de mais provas, de modo que o silêncio atrairia o julgamento antecipado do mérito, nos termos do art. 355, I, do CPC/2015, não merece reprimenda a inércia da requerente. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Outrossim, a parte demandada se manifestou sobre a referida interlocutória, como se vê na petição de id 19326518, em que pugna “pela produção de prova oral consistente no depoimento pessoal da autora, acautelamento de mídia e ainda a produção de prova documental superveniente”. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Desta feita, não caberia, na espécie, despacho determinando manifestação da demandante sobre interesse processual, mas sim prosseguir com a marcha regular do processo, em consonância com a decisão de id 19326511. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Noutro aspecto, a Súmula 240 do Superior Tribunal de Justiça (STJ) estabelece que a extinção do processo por abandono da causa pelo autor depende de requerimento do réu. Analisando um dos precedentes que fundamentou esse entendimento sumulado, depreende-se que a exigência do requerimento da parte contrária para a extinção do processo decorre da natureza bilateral da ação. Isso significa que o processo não é de interesse exclusivo do autor. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Precedente do STJ: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">[...]É também direito do réu, que foi acionado judicialmente, pretender desde logo a solução do conflito. Além disso, porque o abandono da causa se equipara à desistência tácita. Logo, se para a desistência expressa não se pode prescindir do consentimento do réu, o mesmo interesse deve ocorrer em se tratando de abandono. (REsp n. 261.789/MG, Quarta Turma, julgado em 13/9/2000, DJ de 16/10/2000, p. 317). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Assim, além do equívoco citado anteriormente, a juíza também não poderia ter extinguido a ação sem resolução de mérito na ausência de requerimento da parte promovida, como ocorreu no caso em questão. Aliás, esta, inclusive, pugnou por produção de provas (id 19326518). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De toda forma, consigne-se que, para haver a extinção do processo por abandono processual seria necessário o preenchimento dos dois requisitos: 1) a intimação pessoal da parte exequente (art. 485, III e § 1º do CPC) e 2) requerimento do réu/executado, nos termos da Súmula 240 do STJ. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Neste sentido: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. EXTINÇÃO DO FEITO, SEM RESOLUÇÃO DO MÉRITO, POR ABANDONO DA CAUSA. ART. 485,

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	III, DO CPC/15. EXISTÊNCIA DE CONTESTAÇÃO NOS AUTOS. AUSÊNCIA DE REQUERIMENTO DO RÉU. INOBSERVÂNCIA DO ENUNCIADO DE SÚMULA Nº 240 DO SUPERIOR TRIBUNAL DE JUSTIÇA. AUSÊNCIA DE INTIMAÇÃO DO ADVOGADO. RECURSO CONHECIDO E PROVIDO. SENTENÇA CASSADA. RETORNO DOS AUTOS À ORIGEM PARA REGULAR PROCESSAMENTO DO FEITO. 1- Como relatado, cuida-se de Apelação Cível interposta pelo autor nos autos da Ação Declaratória de Nulidade de Atos Jurídicos c/c reparação de Danos Materiais e Morais, visando a desconstituição da sentença que extinguiu o feito sem resolução de mérito, por ausência de interesse processual. 2- Apesar da extinção do feito ter se dado com fundamentado no inciso IV do CPC, observa-se que, de fato, a demanda foi extinta por abandono de causa, nos termos do artigo 485, inciso III do CPC, a teor do que se depreende do despacho de fl. 118 que determinou a intimação da parte, por carta e através do seu patrono, para dizer se tinha interesse no prosseguimento do feito. 3- No caso ora em apreço constata-se que, não obstante tenha sido a parte recorrente intimada por hora certa para dizer se tinha interesse no prosseguimento do feito, não houve intimação do procurador legalmente constituído nos autos, sendo irregular a extinção do feito sem resolução do mérito, sobretudo considerando que restou evidenciado que o processo ficou paralisado antes da sua digitalização, por vários anos, por culpa do próprio poder judiciário. 4- Recurso conhecido e provido. Sentença anulada. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 4ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em CONHECER E DAR PROVIMENTO ao recurso, nos termos do voto do relator. Fortaleza, 07 de março de 2023. MARIA DO LIVRAMENTO ALVES MAGALHAES Presidente do Órgão Julgador DESEMBARGADOR JOSÉ EVANDRO NOGUEIRA LIMA FILHO Relator (TJ-CE - AC: 07949830820008060001 Fortaleza, Relator: JOSE EVANDRO NOGUEIRA LIMA FILHO, Data de Julgamento: 07/03/2023, 4ª Câmara Direito Privado, Data de Publicação: 08/03/2023) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É oportuno salientar que não é a inércia qualquer ato processual que atrai o instituto da extinção processual, como regra, a falta de ação resulta apenas na preclusão do direito da parte. Sendo assim, a imobilidade passível de sanção é aquela que impossibilita a retomada da marcha processual. O que, a meu ver, não se aplica ao caso em questão, pois, deixar de se manifestar sobre proposta de acordo da parte contrária ou produção de provas, parece-me, antes, uma faculdade da parte sobre seu próprio direito. Podendo, em sua extensão, a depender do caso, ser interpretada como anuência ou negativa tácita, como a própria decisão expressou. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Assim sendo, há de se reconhecer a dissonância entre o crivo decisório questionado e a norma processual aplicável ao caso em questão. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De tal modo, verificada a ocorrência de error in procedendo, merece reforma a sentença para que a demanda possa ter regular prosseguimento em seus ulteriores termos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ISSO POSTO, CONHEÇO do presente recurso de apelação, para DAR-LHE provimento, anulando a sentença questionada e determinando o retorno dos autos à origem para seu regular processamento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sem majoração de honorários advocatícios. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Fortaleza (CE), data e hora da assinatura digital. <p style="line-height: 2.4; margin-right: -0.2pt; text-align: center; margin-top: 0pt; margin-

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	bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora sj

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Número de ordem	52
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	JESSICA CASTRO DE CARVALHO
Advogado(s) - Polo ativo	ANTONIO LIUDE ELIAS DA SILVA - (CE36529-A)
Polo passivo	COMPANHIA ENERGETICA DO CEARA
Advogado(s) - Polo passivo	ANTONIO CLETO GOMES - (CE5864-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">0200266-65.2023.8.06.0030 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMBARGOS DE DECLARAÇÃO EM APELAÇÃO CÍVEL AÇÃO DE INDENIZAÇÃO POR DANOS MORAIS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VARA ÚNICA DA COMARCA DE AIUABA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMBARGANTE: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ENEL DISTRIBUIÇÃO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMBARGADO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> JESSICA CASTRO DE CARVALHO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000;

Processo	0200266-65.2023.8.06.0030
	background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO JULGADOR: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TERCEIRA CÂMARA DE DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: PROCESSO CIVIL. EMBARGOS DE DECLARAÇÃO EM APELAÇÃO CÍVEL. ENEL. DANO MORAL. FIXAÇÃO DE JUROS DE MORA A PARTIR DO EVENTO DANOSO. ALEGAÇÃO DE CONTRADIÇÃO. EXISTÊNCIA DE VÍCIO. RELAÇÃO CONTRATUAL. INCIDÊNCIA DOS JUROS DE MORA A PARTIR DA CITAÇÃO. EMBARGOS CONHECIDOS E PROVIDOS. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. CASO EM EXAME: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1- Trata-se de Embargos de Declaração interpostos por COMPANHIA ENERGÉTICA DO CEARÁ-ENEL, objurgando Acórdão de id 18141583 proferido nos autos da Apelação Cível em apenso, que condenou a concessionária de serviço público ao pagamento de R$ 4.000,00 (quatro mil reais) a título de danos morais ao autor, devidamente corrigido a partir do arbitramento, com juros de mora de 1% ao mês contados a partir do evento danoso. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II - QUESTÃO EM DISCUSSÃO: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2- A controvérsia consiste em analisar, especificamente, o termo inicial para a incidência dos juros de mora, que a embargante argumenta dever ser a data da citação e não a data do evento danoso, afastando, assim, a incidência da Súmula 54 do STJ. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. RAZÕES DE DECIDIR: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3- Na espécie, assiste razão à parte recorrente, uma vez que a decisão embargada tratou acerca indenização por danos morais, decorrente de responsabilidade contratual, afastando-se a aplicação da súmula 54 do STJ, que se aplica apenas aos casos em que a responsabilidade é extracontratual, o que não é o caso dos autos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align:

Processo	0200266-65.2023.8.06.0030
	baseline; white-space: pre-wrap;">IV - DISPOSITIVO E TESE <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4- Os juros de mora devem incidir a partir da data da citação válida, respeitando a natureza contratual da relação entre as partes e a correção monetária deverá ser aplicada conforme a Súmula 362 do STJ, a partir da data do arbitramento da condenação. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5- Embargos de declaração conhecidos e providos. <span style="font-size: 12pt; font-family: 'Malgun Gothic'; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer dos embargos declaratórios e dar-lhes provimento, nos termos do voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color:

Processo	0200266-65.2023.8.06.0030
	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de Embargos de Declaração interpostos por COMPANHIA ENERGÉTICA DO CEARÁ-ENEL, objurgando Acórdão de id 18141583 proferido nos autos da Apelação Cível, que condenou a concessionária de serviço público ao pagamento de R$ 4.000,00 (quatro mil reais) a título de danos morais ao autor, devidamente corrigido a partir do arbitramento, com juros de mora de 1% ao mês contados a partir do evento danoso. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em síntese, alega a parte embargante que deve ser afastada a aplicação da Súmula 54 do STJ, uma vez que se trata de relação contratual. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Contrarrazões de id 19682502, pelo não acolhimento dos Embargos, haja vista que “a sua aplicação dependerá da NATUREZA JURÍDICA DA OBRIGAÇÃO CONTRAÍDA, eis que o dano pode ser originário de DESCUMPRIMENTO DE CONTRATO, OU resultante de RESPONSABILIDADE CIVIL EXTRACONTRATUAL, ou seja, pela ocorrência de ilícito civil que tenha causado o dano”, como no caso dos autos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É em síntese o relatório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Conheço dos embargos declaratórios por estarem preenchidos os requisitos de admissibilidade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nos termos do art. 1.022 do Código de Processo Civil, são cabíveis embargos de declaração contra qualquer decisão judicial para: I - esclarecer obscuridade ou eliminar contradição; II - suprir omissão de ponto ou questão sobre o qual devia se pronunciar o juiz de ofício ou a requerimento; III - corrigir erro material. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A controvérsia consiste em analisar, especificamente, o termo inicial para a incidência dos juros de mora, que a embargante argumenta dever ser a data da citação e não a data do evento danoso, afastando, assim, a incidência da Súmula 54 do STJ. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sobre o assunto, conforme dispõe o art. 240 do Código de Processo Civil e o art. 405 do Código Civil, o termo inicial para a contagem dos juros de mora deve ser a data da citação válida da parte recorrente, e não em momento anterior ou posterior: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 240, CPC. A citação válida, ainda quando ordenada por juízo incompetente, induz litispendência, torna litigiosa a coisa e constitui em mora o devedor, ressalvado o disposto nos arts. 397 e 398 da Lei nº 10.406, de 10 de janeiro de 2002 (Código Civil). <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 405, CC. Contam-se os juros de mora desde a citação inicial. <span

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	style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Na espécie, assiste razão à parte recorrente, uma vez que a decisão embargada tratou acerca indenização por danos morais, decorrente de responsabilidade contratual, afastando-se a aplicação da súmula 54 do STJ, que se aplica apenas aos casos em que a responsabilidade é extracontratual, o que entendendo não ser o caso dos autos: <p style="line-height: 1.7999999999999998; margin-left: 107.7pt; text-indent: -2.8499999999999943pt; text-align: justify; margin-top: 5pt; margin-bottom: 0pt; padding: 0pt 0pt 0pt 2.8499999999999943pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Súmula 54STJ:"Os juros moratórios fluem a partir do evento danoso, em caso de responsabilidade extracontratual". <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse sentido, destaco os seguintes precedentes: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: EMBARGOS DE DECLARAÇÃO EM APELAÇÃO CÍVEL. ALEGAÇÃO DE OMISSÃO. EXISTÊNCIA DE VÍCIO. RELAÇÃO CONTRATUAL. INCIDÊNCIA DOS JUROS DE MORA A PARTIR DA CITAÇÃO. EMBARGOS CONHECIDOS E PROVIDOS. I. CASO EM EXAME: 1. Trata-se de embargos de declaração opostos pela Companhia Energética do Ceará ¿ ENEL contra o acórdão proferido por unanimidade pela Quarta Câmara de Direito Privado deste tribunal, que negou provimento à apelação interposta pela referida Companhia em face de Francisco André Alcântara de Oliveira. A sentença anterior já havia declarado a inexistência de débito e concedido danos morais ao autor, que alegou a inscrição indevida de seu nome no cadastro de inadimplentes, apesar de ter quitado o débito. II. QUESTÃO EM DISCUSSÃO: 2. A controvérsia central reside na análise da existência de dano moral a ser indenizado pela Companhia Energética do Ceará (ENEL) devido à negativação do nome do autor nos cadastros de inadimplentes, mesmo após o pagamento da fatura de energia elétrica. Em especial, discute-se a correção do termo inicial para a incidência dos juros de mora, que a embargante argumenta dever ser a data da citação e não a data do evento danoso. III. RAZÕES DE DECIDIR: 3. O acórdão embargado manteve a condenação a danos morais no valor de R$ 5.000,00, mas a embargante alega omissão ao não considerar que, por tratar-se de responsabilidade contratual, os juros de mora devem incidir a partir da citação válida, de acordo com o Código de Processo Civil e o Código Civil, e não desde o evento danoso, como decidido com base na Súmula nº 54 do STJ. A decisão reconhece que a fixação correta do termo inicial para os juros de mora é uma questão de ordem pública, podendo ser alterada de ofício. IV. DISPOSITIVO E TESE: 4. Os embargos de declaração foram conhecidos e acolhidos, reformando-se o acórdão embargado para determinar que os juros de mora incidam a partir da data da citação válida, respeitando a natureza contratual da relação entre as partes. A correção monetária deverá ser aplicada conforme a Súmula 362 do STJ, a partir da data do arbitramento da condenação. 5. Embargos de declaração conhecidos e providos. ACÓRDÃO: Vistos, discutidos e relatados estes autos, em que figuram como partes acima referidas, ACORDAM os Senhores Desembargadores da 4ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer dos aclaratórios opostos, para, no mérito, ACOLHÊ-LOS, observadas as disposições de ofício, tudo nos termos do eminente Relator. Fortaleza, data da assinatura digital. FRANCISCO BEZERRA CAVALCANTE DESEMBARGADOR RELATOR (Embargos de Declaração Cível - 0259728-40.2023.8.06.0001, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 19/11/2024, data da publicação: 19/11/2024) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO PROCESSUAL CIVIL. EMBARGOS DE DECLARAÇÃO. RECURSO DE

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	APELAÇÃO. AÇÃO DE COBRANÇA. OMISSÃO. TERMO INICIAL DOS JUROS DE MORA. RELAÇÃO CONTRATUAL. DATA DA CITAÇÃO. EMBARGOS CONHECIDOS E PROVIDOS COM FINALIDADE INTEGRATIVA. 1. Trata-se de embargos de declaração interpostos por COMPANHIA ENERGÉTICA DO CEARÁ ¿ ENEL em face do acórdão que deu parcial provimento ao recurso de apelação interposto pela concessionária de serviço público. 2. Inconformada, a embargante, aduz, em síntese, que existe omissão no acórdão embargado quanto à correta incidência dos juros moratórios no caso concreto, os quais, considerando a existência da relação contratual, deveriam, no seu entendimento, incidir a partir da citação. Requer, diante disso, que sejam supridos os vícios que entende existentes, reformando-se a decisão embargada. 3. Nos termos do artigo 1.022, do Código de Processo Civil, a seguir transcrito, cabe à parte interpor Embargos de Declaração, a fim de sanar erros, omissões, contradições, obscuridades e corrigir erro material eventualmente existentes no decisum. 4. Na hipótese, infere-se a ocorrência de omissão no acórdão embargado, uma vez que a decisão deixou de analisar a tese recursal pertinente ao termo inicial dos juros de mora no caso concreto. 5. De início, é, de fato, inequívoca a relação contratual existente entre as partes razão pela qual deve ser afastada a incidência da Súmula nº 54 do Superior Tribunal de Justiça no caso concreto, uma vez que trata apenas da responsabilidade extracontratual. 6. Nessa esteira, cumpre destacar que, nos termos do artigo 405 do Código Civil, o referido termo inicial é a data da citação válida da parte ré. Ou seja, por tratar o presente caso de uma relação contratual, os juros de mora devem incidir a partir da citação, e não desde o vencimento da obrigação, conforme estabelecido pelo juízo de origem. 7. Desse modo, acolhem-se os presentes aclaratórios, com fins integrativos, para sanar o vício apontado em relação ao termo inicial dos juros de mora sobre o valor da condenação imposta no decisum embargado. 8. Embargos de declaração conhecidos e providos. ACÓRDÃO ACORDAM os Desembargadores integrantes da Segunda Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, unanimemente, em conhecer do recurso e dar-lhe provimento, tudo em conformidade com o voto da e. Relatora. (Embargos de Declaração Cível - 0058072-28.2006.8.06.0001, Rel. Desembargador(a) MARIA DE FÁTIMA DE MELO LOUREIRO, 2ª Câmara Direito Privado, data do julgamento: 28/08/2024, data da publicação: 28/08/2024) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante do exposto, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHEÇO DOS EMBARGOS DECLARATÓRIOS <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PARA DAR-LHES PROVIMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, reformando o aresto objurgado para determinar a incidência dos juros de mora de 1% ao mês, a partir da data da citação, sobre o montante fixado a título de danos morais, considerando a natureza contratual da relação entre as partes. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff;

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	font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora sj

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Número de ordem	53
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Indenização por Dano Moral
Polo ativo	ASSOCIACAO DE APOSENTADOS MUTUALISTA PARA BENEFICIOS COLETIVOS - AMBEC
Advogado(s) - Polo ativo	CARLOS EDUARDO COIMBRA DONEGATTI - (SP290089-A)
Polo passivo	NOEMIA GOMES DE LIMA PEREIRA
Advogado(s) - Polo passivo	VICENTH BRUNO LIMA SCARCELA - (CE30425-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0225065-31.2024.8.06.0001 TIPO DO PROCESSO: APELAÇÃO CÍVEL EM AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE RELAÇÃO CONTRATUAL ORIGEM: 38ª VARA CÍVEL DA COMARCA DE FORTALEZA APELANTE: ASSOCIAÇÃO DE APOSENTADOS MUTUALISTA PARA BENEFÍCIOS COLETIVOS - AMBEC APELADA: NOEMIA GOMES DE LIMA PEREIRA ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESEMBARGADORA CLEIDE ALVES DE AGUIAR <p class="EmentadoAcrdo" style="margin-left:

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	4.0cm; text-align: justify; line-height: 200%;"> EMENTA: DIREITO CIVIL E DO CONSUMIDOR. APELAÇÃO CÍVEL. DESCONTOS INDEVIDOS EM BENEFÍCIO PREVIDENCIÁRIO. CONTRATAÇÃO NÃO COMPROVADA. FALHA NA PRESTAÇÃO DO SERVIÇO. DANO MORAL CONFIGURADO. REDUÇÃO DO QUANTUM INDENIZATÓRIO. POSSIBILIDADE. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. SENTENÇA PARCIALMENTE REFORMADA. I. CASO EM EXAME 01. Trata-se de recurso interposto contra sentença que condenou a parte ré ao pagamento de indenização por danos morais, em razão de descontos realizados sem comprovação de contratação válida, em benefício previdenciário da autora. II. QUESTÃO EM DISCUSSÃO 02. A controvérsia recursal cinge-se à análise acerca da ocorrência de descontos indevidos em conta destinada ao recebimento de benefício previdenciário da autora recorrida, decorrentes de serviços não contratados, e se tais descontos são aptos a ensejar a condenação por danos morais. Subsidiariamente, discute-se a possibilidade de redução do valor arbitrado na sentença, fixado em R$ 5.000,00 a título de indenização por danos morais. III. RAZÕES DE DECIDIR 03 . In casu, a parte autora é idosa, aufere apenas um salário mínimo (ID 16217763) e teve indevidamente descontado em seu benefício, até a data da propositura da ação, o valor de R$ 315,00 (trezentos e quinze reais). Embora o valor seja considerado pequeno, para quem recebe apenas um salário mínimo, o mencionado desconto representa um impacto significativo. 04. A ausência de prova da contratação configura falha na prestação do serviço e autoriza a indenização por danos morais. 05. A indenização por dano moral deve ser fixada com base na razoabilidade e proporcionalidade, observando-se o impacto da conduta, a condição das partes e os precedentes da Corte. 06. Diante das peculiaridades do caso concreto e da quantia envolvida, justifica-se o acolhimento do pedido subsidiário com a redução do valor fixado na sentença de R$ 5.000,00 para R$ 2.000,00, quantia compatível com os parâmetros adotados em casos semelhantes. 07. Os juros de mora incidem a partir do evento danoso (Súmula 54/STJ), e a correção monetária, a partir do arbitramento (Súmula 362/STJ). IV. DISPOSITIVO 08. Recurso conhecido e parcialmente provido. Sentença parcialmente reformada. ACÓRDÃO Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado, do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em CONHECER DA APELAÇÃO PARA DAR-LHE PARCIAL PROVIMENTO, em conformidade com o voto da

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	Relatora. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Apelação Cível interposta por ASSOCIAÇÃO DE APOSENTADOS MUTUALISTA PARA BENEFÍCIOS COLETIVOS – AMBEC, objurgando sentença (ID 16217786) proferida pelo MM. Juiz da 38ª Vara Cível da Comarca de Fortaleza que, nos autos da Ação em epígrafe, ajuizada por NOEMIA GOMES DE LIMA PEREIRA, julgou procedentes os pedidos iniciais, nos seguintes termos: Ante o exposto, e com base no artigo art. 927 do Código Civil, JULGO PROCEDENTES os pedidos constantes na exordial para: i) declarar a inexistência de relação contratual entre as partes e, por consequência, nulos os descontos consignados pela autora junto ao benefício previdenciário do autor, a título de contribuição associativa, impondo-se a sua imediata cessação; ii) condenar a promovida a restituir ao autor todos os valores que foram descontados do seu benefício previdenciário, em dobro, devidamente corrigidos pelo INPC e acrescidos de juros moratórios de 1%, ambos a partir de cada desembolso. iii) condenar a promovida ao pagamento da quantia de R$ 5.000,00 (cinco mil reais), a título de danos morais, que deverá ser monetariamente corrigida pelo INPC a partir da data de seu arbitramento e acrescida de juros de mora de 1% a partir da citação. Antecipo os efeitos da tutela jurisdicional para que seja imediatamente oficiado ao INSS para que promova a suspensão dos descontos relativos ao negócio ora declarado nulo. Declaro extinto o processo, com resolução do mérito (artigo 487, I, CPC/15). Em razão da sucumbência recíproca, condeno a parte ré

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	ao pagamento as custas processuais e honorários ao patrono do adversário, estes em quantia correspondente a 10% sobre o valor da condenação. Suspensa a exigibilidade dos encargos sucumbenciais por cinco anos, na forma do artigo 98, § 3º, CPC/15. Inconformada, a parte promovida interpôs o presente apelo, pleiteando o afastamento da condenação por danos morais fixada na sentença ou, subsidiariamente, a sua minoração. Contrarrazões colacionadas (ID 16218000). Autos conclusos. É o relatório. Passo a decidir. VOTO Coexistindo os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo. A controvérsia recursal cinge-se à análise acerca da ocorrência de descontos indevidos em conta destinada ao recebimento de benefício previdenciário da autora recorrida, decorrentes de serviços não contratados, e se tais descontos são aptos a ensejar a condenação por danos morais. Subsidiariamente, discute-se a possibilidade de redução do valor arbitrado na sentença, fixado em R$ 5.000,00 a título de indenização por danos morais. No que concerne ao dano moral, para que seja configurado, é preciso que a pessoa seja atingida em sua honra, sua reputação, sua personalidade ou em seu sentimento de dignidade. Conforme ensina Yussef Said Cahali, dano moral é: <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 296.95pt 353.65pt; mso-layout-grid-align: none; text-autospace: none;"> [...] "tudo aquilo que molesta gravemente a alma humana, ferindo-se gravemente os valores fundamentais inerentes à sua personalidade ou reconhecidos pela sociedade em que está integrado [...]." (in Dano Moral, 2ª ed., ed. Revista dos Tribunais, 1998, p.20) Sobre a natureza do dano moral, cabe mencionar a lição de Sérgio Cavalieri Filho: <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 296.95pt 353.65pt; mso-layout-grid-align: none; text-autospace: none;"> "[...] o dano moral existe i n re ipsa; deriva inexoravelmente do próprio fato ofensivo, de tal modo que, provada a ofensa, ipso facto está demonstrado o dano moral à guisa de presunção natural, uma presunção hominis ou facti,

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	que decorre das regras de experiência comum.[...]" (Programa de Responsabilidade, 2ª ed, 2000, p.80) (grifos no original) <p class="MsoNormal" style="margin-top: 0cm; margin-right: 1.0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: normal; tab-stops: 296.95pt 353.65pt; mso-layout-grid-align: none; text-autospace: none;"> <p class="MsoNormal" style="margin-top: 0cm; margin-right: 1.0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: normal; tab-stops: 296.95pt 353.65pt; mso-layout-grid-align: none; text-autospace: none;"> Como é concebido pela melhor doutrina e jurisprudência, o dano estritamente moral não se pode comprovar, por não possuir reflexos empíricos capazes de mensuração pecuniária. A ofensa, por seu turno, deve ser comprovada, e dela se deve presumir o dano, sendo essa justificação suficiente para a indenização. Seguindo a orientação desta Câmara a respeito do assunto, descontos indevidos realizados em conta na qual a parte recebe seu benefício previdenciário não podem ser caracterizados como meros dissabores, avocando, assim, o dever de indenizar. Na presente lide, restou caracterizada a conduta ilícita da requerida em realizar cobrança sem qualquer comprovação de válida contratação, acarretando prejuízo a consumidora. Dessa maneira, uma vez que não demonstrado a regularidade da transação, bem como comprovados os débitos indevidos dos valores em benefício previdenciário da parte autora, configura-se o dano moral, impondo-se a demandada a condenação de indenizar moralmente a autora. <p class="MsoNormal" style="margin-top: 12.0pt; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; text-indent: -1.0cm; line-height: 150%; tab-stops: 198.15pt; mso-layout-grid-align: none; text-autospace: none;"> Segue precedente deste Colegiado: <p class="MsoNormal" style="margin-top: 12.0pt; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; text-indent: -2.85pt; line-height: 150%; tab-stops: 198.15pt; mso-layout-grid-align: none; text-autospace: none;"> APELAÇÃO CÍVEL. ¿BRADESCO VIDA E SEGURANÇA¿ ¿ CONTRATAÇÃO NÃO COMPROVADA ¿ DESCONTO INDEVIDO - FALHA NA PRESTAÇÃO DO SERVIÇO. DANO MORAL IN RE IPSA. QUANTUM INDENIZATÓRIO RAZOÁVEL. JUROS DE MORA A PARTIR DO EVENTO DANOSO. SENTENÇA PRESERVADA. 1. Trata-se de apelação cível adversando a sentença proferida pelo Juízo de Direito da 1ª Vara Cível da Comarca de Iguatu-CE, que julgou parcialmente procedente a pretensão deduzida na Ação de Repetição de Indébito c/c Indenização por Danos Morais. 2. Compulsando o processo, verifica-se que a parte autora demonstrou o desconto em sua conta bancária referente a ¿BRADESCO VIDA E PREVIDÊNCIA¿, enquanto que a instituição requerida deixou de juntar aos autos cópia do instrumento de contrato firmado pelas partes que justificasse o referido desconto. 3 . No que tange à reparação por dano extrapatrimonial, tenho que a mesma se mostra devida, haja vista que a conduta perpetrada pelo banco demandado, em debitar mensalmente quantia indevida de conta bancária acarreta violação à dignidade da pessoa humana, na medida em que a autora se viu privada de dispor de tais quantias, constituindo dano in re ipsa. 4. Quanto ao valor da indenização, acosto-me também a acórdãos proferidos por este Tribunal para não admitir como exagerada a quantia fixada pelo Juízo de origem em R$ 2.000,00 (dois mil reais), que se encontra, inclusive, abaixo do que tem estabelecido esta Corte para casos semelhantes. 5. Os juros de mora devem incidir a partir do evento danoso, consoante entendimento jurisprudencial também sumulado pela Corte Superior: "OS JUROS MORATÓRIOS FLUEM A PARTIR DO EVENTO DANOSO, EM CASO DE RESPONSABILIDADE EXTRACONTRATUAL". (Súmula 54/STJ) 6. Recurso conhecido e improvido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, na conformidade da ata de

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	julgamento, por deliberação unânime, em conhecer do presente recurso para negar-lhe provimento, nos termos do voto do Relator. Fortaleza, 21 de agosto de 2024. DESEMBARGADOR RAIMUNDO NONATO SILVA SANTOS Relator (Apelação Cível - 0200301-02.2024.8.06.0091, Rel. Desembargador(a) RAIMUNDO NONATO SILVA SANTOS, 3ª Câmara Direito Privado, data do julgamento: 21/08/2024, data da publicação: 21/08/2024) (Destaquei). O quantum a ser fixado para a indenização por danos morais competirá ao prudente arbítrio do magistrado que, tendo em vista os princípios da proporcionalidade e da razoabilidade, deverá estabelecer uma reparação equitativa, levando-se em conta as peculiaridades de cada caso, como a culpa do agente, a extensão do prejuízo causado e a capacidade econômica do agressor, de modo a compensar o sofrimento suportado pela vítima e punir a conduta ilícita do ofensor, sem implicar em enriquecimento ilícito. Dessa forma, quando nos deparamos com casos como o presente, a fixação da indenização não pode ser inexpressiva a ponto de estimular a repetição do ato ilícito, nem ser exorbitante a ponto de ocasionar enriquecimento sem causa. Sobre o tema, mostram-se oportunas as lições de Pablo Stolze Gagliano e Rodolfo Pamplona Filho: <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: normal; tab-stops: 183.55pt 240.25pt; mso-layout-grid-align: none; text-autospace: none;"> <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 183.55pt 240.25pt; mso-layout-grid-align: none; text-autospace: none;"> "A reparação, em tais casos, reside no pagamento de uma soma pecuniária, arbitrada judicialmente, com o objetivo de possibilitar, ao lesado uma satisfação compensatória pelo dano sofrido, atenuando, em parte, as consequências da lesão. <p class="MsoNormal" style="margin-top: 0cm; margin-right: 0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 183.55pt 240.25pt; mso-layout-grid-align: none; text-autospace: none;"> [...] Quando a vítima reclama a reparação pecuniária em virtude do dano moral que recai, por exemplo, em sua honra, nome profissional e família, não está definitivamente pedindo o chamado pretio doloris, mas apenas que se lhe propicie uma forma de atenuar, de modo razoável, as consequências do prejuízo sofrido, ao mesmo tempo em que pretende a punição do lesante. Dessa forma, resta claro que a natureza jurídica da reparação do dano moral é sancionadora (como consequência de um ilícito civil), mas não se materializa através de uma "pena civil", e sim por meio de uma compensação material ao lesado, sem prejuízo, obviamente, das outras funções acessórias da reparação civil." (in Novo Curso de Direito Civil, Vol. III, 9ª ed., Saraiva, p. 119).” <p class="MsoNormal" style="margin-top: 0cm; margin-right: 1.0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: normal; tab-stops: 183.55pt 240.25pt; mso-layout-grid-align: none; text-autospace: none;"> Na tentativa de orientar o magistrado em sua função, a jurisprudência majoritária se formou no sentido de que, nos danos extrapatrimoniais, "para a fixação da correspondente quantificação da indenização devem ser percorridas duas etapas para o arbitramento [método bifásico]. Na primeira etapa, estabelece-se um valor básico para a indenização, considerando-se o interesse jurídico lesado, com base em precedentes. E, na segunda, ponderam-se as circunstâncias do caso, para a fixação definitiva do valor da indenização" (STJ; REsp 1.063.319/SP). In casu

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	, a parte autora é idosa, aufere apenas um salário mínimo (ID 16217763) e teve indevidamente descontado em seu benefício, até a data da propositura da ação, o valor de R$ 315,00 (trezentos e quinze reais). Embora o valor seja considerado pequeno, para quem recebe apenas um salário mínimo, o mencionado desconto representa um impacto significativo. Diante dessas premissas, impõe-se a manutenção da fixação de indenização por danos morais. No entanto, entendo que o valor arbitrado na sentença, fixado em R$ 5.000,00 (cinco mil reais), deve ser reduzido para R$ 2.000,00 (dois mil reais), quantia que se mostra compatível com os precedentes desta Egrégia Corte em casos análogos, além de atender às particularidades do caso concreto. <p class="MsoNormal" style="margin-top: 12.0pt; margin-right: 0cm; margin-bottom: 0cm; margin-left: 0cm; text-align: justify; text-indent: 70.85pt; line-height: 150%; tab-stops: 84.75pt; mso-layout-grid-align: none; text-autospace: none;"> Seguem precedentes deste Colegiado: <p class="MsoNormal" style="margin-top: 0cm; margin-right: 1.0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 296.95pt 353.65pt; mso-layout-grid-align: none; text-autospace: none;"> DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. DESCONTOS INDEVIDOS EM BENEFÍCIO PREVIDENCIÁRIO. CONTRIBUIÇÃO CONAFER. DANO MORAL CONFIGURADO. TERMO INICIAL DA CORREÇÃO MONETÁRIA. EVENTO DANOSO. SÚMULA 43, DO STJ. RECURSO PARCIALMENTE PROVIDO. I. CASO EM EXAME 1. Apelação Cível interposta por Neuba Alves de Melo Santos contra a sentença proferida pelo douto Juízo da 1ª Vara Cível da Comarca de Acopiara que, nos autos da Ação Declaratória de Nulidade c/c Repetição de Indébito e Condenação em Danos Morais, ajuizada em desfavor de CONAFER - Confederação Nacional dos Agricultores Familiares e Empreendedores Familiares Rurais do Brasil, julgou procedentes os pedidos autorais para declarar a nulidade do contrato discutido nos autos, bem como repetição de indébito e indenização por dano moral. II. QUESTÃO EM DISCUSSÃO 2. Há duas questões em discussão: (i) se o quantum arbitrado pelo Juízo de origem deve ser majorado; e (ii) se o termo inicial da correção monetária sobre o dano material deve ser a partir da citação ou do evento danoso. III. RAZÕES DE DECIDIR 3. Sobre o dano moral, enxergo que é evidente a perturbação sofrida pelo autor/apelante em decorrência do ocorrido, ao ver os descontos no seu benefício previdenciário, uma vez que não houve autorização da prática deste ato e tampouco, conforme os elementos existentes nestes autos, prova de que houve a celebração do instrumento contratual com a entidade/apelada. 4. Atento ao cotejo dos fatores: ¿nível econômico da autora da ação, sofrimento da vítima e o porte econômico da entidade bancária¿, e ainda, levando em consideração o valor descontado, arbitro a quantia de R$ 2.000,00 (dois mil reais) a título de danos morais, frente ao quadro fático delineado nos autos, porque não se entremostra exagerado nem insignificante, uma vez que razoável e proporcional à ofensa perpetrada. 5. O Superior Tribunal de Justiça, conforme a Súmula nº 43, firmou a tese de que ¿Incide correção monetária sobre dívida por ato ilícito a partir da data do efetivo prejuízo.¿ (SÚMULA 43, CORTE ESPECIAL, julgado em 14/05/1992, DJ 20/05/1992, p. 7074). Dessa forma, observo que o Magistrado a quo não agiu com acerto ao determinar a correção monetária a partir da citação, nos termos do art. 405 do CC, pelo que deve ser corrigida a incidência da correção monetária a partir do evento danoso, consoante Súmula 43, do STJ. IV. DISPOSITIVOS E TESE 6. Recurso conhecido e parcialmente provido. Tese de julgamento: ¿1. A fixação da indenização por danos morais deve considerar a extensão do dano, a condição econômica das partes e o caráter pedagógico da condenação, evitando enriquecimento sem causa. 2. O Superior Tribunal de Justiça, conforme a Súmula nº 43, firmou a tese de que ¿Incide correção monetária sobre dívida por ato ilícito a partir da data do efetivo prejuízo.¿¿ Jurisprudência relevanta citada: TJCE, Apelação Cível - 0200984-32.2023.8.06.0137, Rel. Desembargador(a) Maria Regina Oliveira Camara, 1ª Câmara Direito Privado, data do julgamento: 26/02/2025, data da publicação: 26/02/2025; TJCE, Apelação Cível - 0204531-16.2023.8.06.0029, Rel. Desembargador(a) Carlos Augusto Gomes Correia, 1ª Câmara Direito Privado, data do julgamento: 27/11/2024, data da publicação: 27/11/2024; TJCE, Apelação Cível - 0201200-45.2023.8.06.0055, Rel. Desembargador(a) Jose Ricardo Vidal Patrocínio, 1ª Câmara Direito Privado, data do julgamento: 26/03/2025, data da publicação: 26/03/2025. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em unanimidade de votos, em conhecer do presente recurso e dar-lhe parcial provimento, nos termos do voto do Relator. Fortaleza, 2 de abril de 2025 JOSÉ RICARDO VIDAL PATROCÍNIO Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator (Apelação Cível - 0201083-98.2024.8.06.0029, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 02/04/2025, data da publicação: 02/04/2025) <p class="MsoNormal" style="margin-

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	top: 0cm; margin-right: 1.0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 296.95pt 353.65pt; mso-layout-grid-align: none; text-autospace: none;"> <p class="MsoNormal" style="margin-top: 0cm; margin-right: 1.0cm; margin-bottom: 0cm; margin-left: 4.0cm; text-align: justify; line-height: 150%; tab-stops: 296.95pt 353.65pt; mso-layout-grid-align: none; text-autospace: none;"> APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE NULIDADE DE EMPRÉSTIMO C/C REPETIÇÃO DE INDÉBITO E INDENIZAÇÃO POR DANOS MORAIS. SENTENÇA PARCIALMENTE PROCEDENTE. CONTRATO DE EMPRÉSTIMO CONSIGNADO. DESCONTOS INDEVIDOS. AUSÊNCIA DE CONTRATO VÁLIDO. FALHA NA PRESTAÇÃO DO SERVIÇO CONFIGURADA. PLEITO DE MAJORAÇÃO NÃO PROVIDO. DEVOLUÇÃO EM DOBRO A PARTIR DE MARÇO 30/03/2021. RECURSO CONHECIDO E PARCIALMENTE PROVIDO. 1. A controvérsia recursal consiste em, tão somente, verificar a possibilidade de majoração do quantum indenizatório arbitrado por danos morais, bem como se a devolução das parcelas descontadas, deve ocorrer em dobro. 2. Cumpre observar que o juízo de primeiro grau arbitrou na sentença a indenização por danos morais o montante de R$ 2.000,00 (dois mil reais). 3. Nesse contexto, vale destacar que da análise probatória, verifica-se ser incontroverso a ocorrência de dano moral, diante da falha na prestação do serviço da demandada, na medida em que o apelado não demonstrou, na condição de fornecedor do serviço adquirido, a regular celebração do contrato de empréstimo impugnado, não se desincumbindo a contento do ônus probante que lhe cabia, sendo imprescindível sua reparação. 4. Logo, quanto à indenização referente aos danos morais, o julgador deve levar em consideração certos critérios para sua fixação, quais sejam: a gravidade do fato e suas consequências para a vítima; a intensidade do dolo ou da culpa do agente; a eventual participação culposa do ofendido; a condição econômica do ofensor e as condições pessoais da vítima (posição política, social e econômica). Neste passo, a fixação do quantum indenizatório deve igualmente ser feita de maneira a evitar o enriquecimento ilícito, no entanto, não pode o valor ser irrisório. 5 . Nesse ínterim, considero que, in casu, o quantum fixado pelo magistrado a quo deve ser mantido, uma vez que o valor de R$ 2.000,00 (dois mil reais), está em consonância com os parâmetros médios utilizados pela jurisprudência deste E. Tribunal, em demandas análogas, razão pela qual mantenho o montante fixado de R$ 2.000,00 (dois mil reais). 6. Comprovada a supressão indevida de valores no benefício da demandante/apelada, resta configurado o prejuízo financeiro e o dever de ressarcimento, e, de acordo com a jurisprudência do STJ, a restituição deve ser de forma simples em relação aos descontos ocorrido até o dia 30/03/2021, e em dobro, a partir desta data. 7. Recurso conhecido e parcialmente provido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso de apelação cível, para, no mérito,dar-lhe parcial provimento, nos termos do voto do Relator. Fortaleza, data assinatura eletrônica. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Presidente do Órgão Julgador DESEMBARGADOR CARLOS AUGUSTO GOMES CORREIA Relator (Apelação Cível - 0201777-79.2023.8.06.0101, Rel. Desembargador(a) CARLOS AUGUSTO GOMES CORREIA, 1ª Câmara Direito Privado, data do julgamento: 26/03/2025, data da publicação: 26/03/2025) No que tange aos consectários legais, tratando-se o caso analisado de indenização arbitrada em face de responsabilidade civil extracontratual, ante a inexistência de contrato válido, em relação aos danos morais, mantenho o fixada na sentença, pois o termo inicial dos juros de mora será o evento danoso (Súmula 54 do STJ) e o da correção monetária, por sua vez, a data do arbitramento (Súmula 362 do STJ). Diante de todo o exposto, CONHEÇO DA APELAÇÃO PARA DAR-LHE PARCIAL PROVIMENTO, a fim de reduzir para R$ 2.000,00 (dois mil reais) a condenação da apelante/promovida a título de danos morais, mantendo a sentença nos demais termos. Deixo de majorar os honorários advocatícios sucumbenciais em atenção à tese do Tema 1.059 fixada pelo Superior Tribunal de Justiça. <p class="MsoNormal" style="margin-top: 5.7pt;

Processo	0225065-31.2024.8.06.0001
	margin-right: 0cm; margin-bottom: 5.7pt; margin-left: 70.85pt; text-align: justify; line-height: 150%; tab-stops: 70.9pt; mso-layout-grid-align: none; text-autospace: none;"> É como voto. <p class="MsoNormal" style="margin-top: 8.55pt; margin-right: 0cm; margin-bottom: 8.55pt; margin-left: 0cm; text-align: justify; line-height: 150%; tab-stops: 70.9pt; mso-layout-grid-align: none; text-autospace: none;"> Fortaleza, data e hora da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR <p class="MsoNormal" style="margin-top: 5.7pt; margin-right: 0cm; margin-bottom: 8.5pt; margin-left: 0cm; text-align: center; line-height: 150%; tab-stops: 70.9pt; mso-layout-grid-align: none; text-autospace: none;" align="center"> Relatora

Processo	0294360-29.2022.8.06.0001
Número de ordem	54
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Contratos Bancários
Polo ativo	BANCO C6 CONSIGNADO
Advogado(s) - Polo ativo	ALICE TRICOT PAES BARRETTO - (PE53824-A) TAIS SILVA DE FREITAS - (PE41540-A) GABRIELA CRISTINA DOS SANTOS - (PE35614-A) FERNANDA RAFAELLA OLIVEIRA DE CARVALHO - (PE32766-A)
Polo passivo	MARIA DE FATIMA DA SILVA SILVEIRA
Advogado(s) - Polo passivo	ROSEDSON LOBO SILVA JUNIOR - (CE44580-A)
Terceiros	Não informado

Processo	0294360-29.2022.8.06.0001
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">0294360-29.2022.8.06.0001 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELAÇÃO EM AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DEBITO C/C TUTELA; REPETIÇÃO DE INDÉBITO E DANOS MORAIS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: JUÍZO DA 33ª VARA CÍVEL DA COMARCA DE FORTALEZA/CE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELANTE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: BANCO C6 CONSIGNADO S.A. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">APELADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: MARIA DE FATIMA DA SILVA SILVEIRA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-

Processo	0294360-29.2022.8.06.0001
	space: pre-wrap;">ÓRGÃO JULGADOR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: TERCEIRA CÂMARA DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESA. CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: APELAÇÃO CÍVEL. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DEBITO C/C TUTELA, REPETIÇÃO DE INDÉBITO E DANOS MORAIS. NÃO COMPROVAÇÃO DA REGULARIDADE DO PACTO PELO BANCO. AUSÊNCIA DE CONTRATO. DANOS MORAIS CONFIGURADOS. VALOR DE R$ 1.000,00 MANTIDO. RECURSO CONHECIDO E DESPROVIDO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. Caso em Exame <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de Apelação Cível interposta pelo demandado Banco C6 CONSIGNADO S/A, contra a sentença prolatada pelo Juízo da 33<span style="font-size: 10pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ª <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vara Cível da Comarca de Fortaleza/CE, que, nos autos da ação de declaração de inexistência de débito c/c reparação de danos morais, julgou parcialmente procedente o pleito da parte autora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. Questão em Discussão <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A controvérsia consiste em verificar se o juiz de piso agiu acertadamente ao declarar a nulidade do <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">contrato nº. 010012681635, bem como no montante da condenação dos danos morais. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. Fundamentação <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-

Processo	0294360-29.2022.8.06.0001
	space: pre-wrap;">3. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Depreende-se da leitura dos autos que o recorrente afirma ausência de ato ilícito a ensejar quaisquer danos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Subsidiariamente, o apelante pugna pela minoração do valor dos danos morais, condizente com os princípios da razoabilidade e proporcionalidade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. Dispositivo <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Recurso conhecido e desprovido. Sentença mantida. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Disposições legais <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: art. 14 do Código de Defesa do Consumidor e arts. 186 e 927 do Código Civil Brasileiro. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade dos votos, em conhecer do presente recurso para negar-lhe provimento, nos termos do voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora do sistema. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora <p style="line-height:

Processo	0294360-29.2022.8.06.0001
	1.2; text-align: center; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Cuida-se de recurso de apelação cível interposto por BANCO C6 CONSIGNADO S.A, contra a sentença de id 19993833, proferida pelo Juiz de Direito da 33ª Vara Cível da Comarca de Fortaleza/CE, que julgou parcialmente procedente o pleito da parte autora, MARIA DE FATIMA DA SILVA SILVEIRA, nos seguintes termos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante de todo o exposto, JULGO PARCIALMENTE PROCEDENTE o pedido, resolvendo o mérito, na forma do art. 487, I, do Código de Processo Civil, para: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1 - Declarar a nulidade do contrato nº. 010012681635, comdescontos mensais no valor de R$ R$ 47,03 (quarenta e sete reais e três centavos); <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2 - Condenar o Requerido à devolução, de forma simples, dos valores mensais debitados no benefício previdenciário da Autora, referentes ao contrato objeto da demanda, os quais deverão sofrer correção pelo INPC e juros de 1% ao mês, ambos desde cada desconto indevido; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3 Condenar o Demandado ao pagamento de danos morais na quantia de R$ 1.000,00 (um mil reais), corrigidos pelo INPC a partir dessa data e juros de 1% ao mês, desde o evento danoso (Súmula 54, do STJ). <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Condeno o Demandado ao pagamento das custas e dos honorários advocatícios, esses fixados em 10% sobre o valor da condenação. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignado, o demandado interpôs o apelo de id 19993848, aduzindo não ter havido nenhum desconto no benefício da parte autora, pois o contrato não se trata de empréstimo, apenas de reserva de margem. Não houve, assim, lesividade na conduta da parte ré, “mas um procedimento administrativo de viabilização do contrato que não chegou a se firmar já que a proposta de empréstimo consignado foi cancelada por pedido do autor, devido a sua desistência na formalização do contrato”. Requer, ao final, o provimento ao presente recurso, para que seja reformada a sentença reconhecendo a perda de objeto da presente ação, e, subsidiariamente, o afastamento da minoração dos danos morais e a devolução dos danos materiais na forma simples. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sem contrarrazões

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	(id 19993855). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Eis o breve relatório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <span style="font-size: 13pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">O presente apelo merece conhecimento, pois atende aos pressupostos de admissibilidade recursal. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Cinge-se a controvérsia em analisar a legalidade de contrato de empréstimo consignado, supostamente realizado entre as partes. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De início, destaque-se a plena aplicabilidade do Código de Defesa do Consumidor – CDC à espécie, conforme disposições do mencionado Código, que atribui natureza consumerista aos serviços bancários, enquadrando os bancos como fornecedores de serviços e os correntistas como consumidores, como se vê nas disposições adiante transcritas: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 2º Consumidor é toda pessoa física ou jurídica que adquire ou utiliza produto ou serviço como destinatário final. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 3º Fornecedor é toda pessoa física ou jurídica, pública ou privada, nacional ou estrangeira, bem como os entes despersonalizados, que desenvolvem atividades de produção, montagem, criação, construção, transformação, importação, exportação, distribuição ou comercialização de produtos ou prestação de serviços <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Outrossim, o Superior Tribunal de Justiça em seu entendimento sumular nº 297, compreendeu o seguinte: “ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">O Código de Defesa do Consumidor é aplicável às instituições financeiras <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">”. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ademais, quando se trata de responsabilidade civil do prestador de serviços, incide a norma do caput do art. 14 do CDC e da Súmula 479/STJ: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 14. O fornecedor de serviços responde, independentemente da existência de culpa, pela reparação dos danos causados aos consumidores por defeitos relativos à prestação dos serviços, bemcomo por informações insuficientes ou inadequada sobre sua fruição e riscos. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">As instituições financeiras respondem objetivamente pelos danos gerados por fortuito interno relativo a fraudes e delitos praticados por terceiros no âmbito de operações bancárias. (Súmula n. 479, Segunda Seção, julgado em 27/6/2012, DJe de 01/08/2012.) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É a chamada responsabilidade objetiva, em que o prestador do serviço responde, independentemente da existência de culpa, pela reparação dos danos causados ao consumidor, exceto se configuradas as hipóteses excludentes previstas no § 3° do art. 14 do CDC, ou seja, o fornecedor de serviços só não será responsabilizado quando provar (i) que, tendo prestado o serviço, o defeito inexiste; (ii) a culpa exclusiva do consumidor ou de terceiro. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Analisando detidamente o acervo probatório anexado aos presentes autos, verifica-se que o recorrido deixou de apresentar os documentos essenciais para a comprovação da relação jurídica, qual seja, o instrumento da pactuação, limitando-se a oferecer os supostos dados da avença no corpo da peça de contestação nas contrarrazões. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Desta forma, findou inviabilizada qualquer avaliação técnica acerca da regularidade formal e legal do suposto pacto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante desse contexto, agiu acertadamente o magistrado primevo ao declarar inexistente a dívida oriunda do contrato impugnado, ante a ausência de prova da legítima contratação por parte da consumidora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De fato, é responsabilidade da instituição financeira provar a higidez da contratação mediante apresentação do instrumento contratual, a fim de possibilitar a análise da existência e da validade do negócio jurídico e, assim, afastar a arguida falha na prestação do serviço, uma vez considerada a hipossuficiência técnica da consumidora, a ensejar a incidência do previsto no art. 373, II e § 1º, do CPC, bem como no art. 6º, VIII, do CDC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Quanto aos danos morais, a alegação de sua inocorrência também não merece prosperar. A valoração da compensação moral deve ser apurada mediante prudente arbítrio do juiz, motivado pelo princípio da razoabilidade e observadas a gravidade e a repercussão do dano, bem como a intensidade e os efeitos do sofrimento. A finalidade compensatória, por sua vez, deve ter caráter didático e pedagógico, evitando o valor excessivo ou ínfimo, objetivando o desestímulo à conduta lesiva. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Na hipótese, está comprovado que, em virtude da contratação maculada, houve descontos sobre o benefício previdenciário da parte consumidora. Por outro lado, tem-se por certo que o banco apelante não trouxe documentos hábeis a demonstrar a regularidade dos referidos descontos, de sorte a se revelar cogente o reconhecimento à reparação moral, notadamente em face do caráter alimentar dos proventos sobre os quais incidiram as deduções. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Quanto ao <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">quantum <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-

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	wrap;">indenizatório, considerando a jurisprudência deste Tribunal de Justiça, a capacidade econômica das partes, a extensão do dano, o caráter compensatório e pedagógico da indenização, bem como as circunstâncias do caso concreto, entendo que não assiste razão ao banco apelante, quanto à exclusão ou minoração da indenização por dano moral, pelo que mantenho o <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">quantum <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">reparatório de R$ 1.000,00 (mil reais) fixado em sentença, por se mostrar suficiente, razoável e proporcional à reparação do dano extrapatrimonial sofrido. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">No que toca ao pedido de não incidência da devolução em dobro do indébito, tal não merece conhecimento, pois o juiz de piso já estabeleceu que os danos materiais fossem devolvidos na forma simples. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Portanto, na hipótese dos autos, não merece reproche a sentença prolatada no juízo primevo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DO DISPOSITIVO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ante o exposto, <span style="font-size: 12pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">CONHEÇO DO RECURSO PARA NEGAR-LHE PROVIMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, mantendo a sentença incólume em todos os seus termos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Honorários advocatícios sucumbenciais majorados, em grau recursal, de 10% (dez por cento) para 12% (doze por cento) sobre o valor da condenação. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora do sistema. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora sj

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Número de ordem	55
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Tratamento médico-hospitalar
Polo ativo	UNIMED DE FORTALEZA COOPERATIVA DE TRABALHO MEDICO LTDA
Advogado(s) - Polo ativo	DAVID SOMBRA PEIXOTO - (CE16477-A)
Polo passivo	ERICK SANDRA CARVALHO FERNANDES
Advogado(s) - Polo passivo	CAICO GONDIM BORELLI - (CE24895-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3001008-45.2025.8.06.0000 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO DE INSTRUMENTO em AÇÃO DE OBRIGAÇÃO DE FAZER cumulado com PEDIDO DE TUTELA DE URGÊNCIA e REPARAÇÃO POR DANOS MORAIS (proc. originário nº <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3042261-44.2024.8.06.0001<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">19ª VARA CÍVEL DA COMARCA DE FORTALEZA/CE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVANTE: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">UNIMED DE FORTALEZA COOPERATIVA DE TRABALHO MÉDICO LTDA<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-

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	decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVADA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ERICK SANDRA CARVALHO FERNANDES <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO JULGADOR: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TERCEIRA CÂMARA DE DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO DO CONSUMIDOR. AGRAVO DE INSTRUMENTO. PLANO DE SAÚDE. CIRURGIA PLÁSTICA REPARADORA PÓS-BARIÁTRICA. NEGATIVA DE COBERTURA. TEMA 1.069 DO STJ. AUSÊNCIA DOS REQUISITOS DO ART. 300 DO CPC. NECESSIDADE DE INSTRUÇÃO PROBATÓRIA. RECURSO CONHECIDO E PROVIDO. REFORMA DA DECISÃO INTERLOCUTÓRIA. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. CASO EM EXAME: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Agravo de Instrumento interposto por Unimed de Fortaleza Cooperativa de Trabalho Médico Ltda. contra decisão do Juízo da 19ª Vara Cível da Comarca de Fortaleza/CE, que deferiu parcialmente a tutela de urgência para determinar o custeio das cirurgias plásticas reparadoras pós-bariátrica prescritas à parte autora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. O recurso busca a revogação da decisão sob o argumento de ausência de cobertura obrigatória e necessidade de prova pericial para caracterização da natureza funcional ou reparadorados dos procedimentos solicitados. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. QUESTÃO EM DISCUSSÃO: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. Cinge-se a controvérsia recursal em verificar: <p style="line-height: 2.4; margin-left: 113.4pt; text-align:

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	justify; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(i) Se a decisão agravada atendeu aos requisitos legais para concessão da tutela de urgência; <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(ii) Definir se há necessidade de produção de prova pericial para aferir a obrigatoriedade de cobertura dos procedimentos cirúrgicos pleiteados às expensas do plano de saúde. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. RAZÕES DE DECIDIR: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. A concessão de tutela de urgência exige a presença cumulativa da probabilidade do direito e do perigo de dano ou risco ao resultado útil do processo, conforme o art. 300 do CPC. No caso, a existência de dúvidas razoáveis sobre o caráter estético ou funcional das cirurgias compromete o requisito da probabilidade do direito. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. O Tema 1069 do STJ estabelece que as operadoras de planos de saúde são obrigadas a cobrir cirurgias plásticas reparadoras em pacientes pós-bariátricos quando houver indicação médica fundamentada e caráter funcional ou reparador. Contudo, havendo dúvidas justificadas, a operadora pode exigir a avaliação por junta médica. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. No caso concreto, o laudo elaborado pela junta médica levantou questionamentos sobre a necessidade das cirurgias para a saúde da agravada, indicando a ausência de comprovação inequívoca do caráter reparador dos procedimentos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. A jurisprudência do Tribunal de Justiça do Ceará tem afastado a concessão de tutela antecipada quando há necessidade de instrução probatória para definir a natureza da cirurgia e a efetiva obrigatoriedade de custeio pelo plano de saúde. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">8. Diante desse cenário, a tutela de urgência deve ser revogada, possibilitando a realização de prova pericial para esclarecer se os procedimentos possuem natureza essencialmente funcional e/ou reparador ou se configuram tratamentos estéticos não cobertos pelo plano. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO E TESE: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">9. Agravo de instrumento conhecido e provido. Decisão interlocutória reformada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant:

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	normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">"<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A concessão de tutela de urgência para cobertura de cirurgias plásticas reparadoras pós-bariátricas por planos de saúde exige demonstração inequívoca do caráter funcional ou reparador do procedimento. Havendo dúvidas justificadas, deve ser realizada prova pericial para determinar a obrigatoriedade de custeio pela operado<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ra." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">_____ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dispositivos relevantes citados: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CPC, art. 300. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Jurisprudência relevante citada: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">STJ, Tema 1069; STJ, REsp 1870834/SP, Rel. Min. Ricardo Villas Bôas Cueva, DJe 18/05/2021; TJCE, Agravo de Instrumento 0632286-03.2024.8.06.0000, Rel. Des. Francisco Jaime Medeiros Neto, 4ª Câmara Direito Privado, julgado em 11/03/2025; TJCE, Agravo de Instrumento 0635266-20.2024.8.06.0000, Rel. Des. Francisco Bezerra Cavalcante, 4ª Câmara Direito Privado, julgado em 11/03/2025; TJCE, Agravo de Instrumento 0627400-58.2024.8.06.0000, Rel. Des. Francisco Lucídio de Queiroz Júnior, 3ª Câmara Direito Privado, julgado em 30/10/2024 <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos esses autos, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHECER DO AGRAVO DE INSTRUMENTO PARA DAR-LHE PROVIMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, em conformidade com o voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora informados no sistema. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <p style="line-height: 1.2;

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	text-align: center; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Desembargadora Relatora <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Agravo de Instrumento, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">interposto por UNIMED DE FORTALEZA COOPERATIVA DE TRABALHO MÉDICO LTDA, contra decisão interlocutória (ID 130404991 – PJE 1º Grau) proferida pela MM. Juíza de Direito da 19ª Vara Cível da Comarca de Fortaleza/CE que, nos autos de AÇÃO DE OBRIGAÇÃO DE FAZER cumulado com PEDIDO DE TUTELA DE URGÊNCIA e REPARAÇÃO POR DANOS MORAIS (proc. originário nº 3042261-44.2024.8.06.0001), deferiu o pedido liminar em favor da agravada nos seguintes termos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">[…] Ante as considerações acima expostas, porque presentes os requisitos da verossimilhança das alegações e do fundado receio de dano irreparável, DEFIRO APENAS PARCIALMENTE o pedido de tutela antecipada, em ordem a <span style="font-size: 11pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">determinar <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">que a promovida <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">autorize e custeie integralmente apenas a realização das seguintes cirurgias reparadoras do tratamento apontado pela parte autora: dermolipectomia para correção de abdome em avental e flacidez pubiana; diástases de músculo retos – abdominais e suspensão da região pubiana – tratamento cirúrgico; reconstrução da mama sem prótese; dermolipectomia lombar-sacral com flancoplastia bilateral e enxertia; toracoplastia infra-axilares e dorsal bilateral; correção de Lipodistrofia braquial pós bariátrica; correção de Lipodistrofia crural direita e esquerda pós bariátrica; correção de Lipodistrofias trocantéricas direita e esquerda pós bariátrica, em hospital da rede credenciada da operadora ré. Também concedo os medicamentos para prevenção de tromboembolismo, tudo no prazo de 20 dias, sob pena de multa no valor de R$500,00 (quinhentos reais) por dia de atraso, limitada inicialmente a 30 (trinta) dias. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">[...] <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignada, a empresa agravante interpôs o presente recurso, sustentando, em síntese: a) ausência de urgência/emergência médica; e b)

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	necessidade de dilação probatória para ratificar a essencialidade dos procedimentos, considerando o suposto caráter eminentemente estético destes, não previstos no rol da ANS. Por fim, pugna pelo conhecimento e provimento do recurso, reformando-se a decisão vergastada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Contrarrazões <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ID 18001472. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vieram-me os autos conclusos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. Decido. <li style="list-style-type: decimal; font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 36pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">JUÍZO DE ADMISSIBILIDADE <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Coexistindo os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo. <li style="list-style-type: decimal; font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 36pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">MÉRITO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Cinge-se a controvérsia recursal em verificar o acerto ou desacerto da decisão que determinou o custeio pela agravante do tratamento da agravada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De maneira breve, a ré, ora agravante, sustenta que os procedimentos não estão incluídos na ANS, pois, há dúvidas acerca do caráter funcional do procedimento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Analisando a espécie (ID 130394057, 130394058 e 1303394059 - PJE 1º GRAU), constato o laudo médico com solicitação dos procedimentos que seguem, assinado pelo médico assistente do Dr. Edgard T. Ichicawa - CRM/SP 88623: (i) Dermolipectomia Abdominal não estética Pós-Bariátrica (abdômen avental) TUSS 30101271; (ii) Dermolipectomia lombar-sacral com Flancoplastia bilateral e enxertia – TUSS 30602262; (iii) Reconstrução de Mamas com prótese e/ou expansor - TUSS 30602262; (iv) Correção de lipodistrofia – TUSS 30101190 . <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Além disso, sustenta a psicóloga Aline Isaac CRP 06/87610, ainda, haver comprometimento psicológico com danos que podem ser classificados como Transtorno Depressivo, da análise de ID 130394056. <p style="line-height: 2.4; text-indent:

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	56.65pt; text-align: justify; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">In casu <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, observa-se que a juíza de piso entendeu pela presença dos pressupostos necessários para a concessão da tutela pretendida pela agravada, uma vez demonstrada a probabilidade do direito pela documentação comprobatória, bem como, a lesão de grave ou difícil reparação no laudo psicológico. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A meu sentir, a decisão merece reforma. Explico-me. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">O Tema 1069 do Superior Tribunal de Justiça (STJ) firmou as seguintes teses para a obrigatoriedade de custeio pelo plano de saúde de cirurgias plásticas de caráter reparador ou funcional em pacientes pós-cirurgia bariátrica: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(i) É de cobertura obrigatória pelos planos de saúde a cirurgia plástica de caráter reparador ou funcional indicada pelo médico assistente, em paciente pós-cirurgia bariátrica, visto ser parte decorrente do tratamento da obesidade mórbida. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(ii) Havendo dúvidas justificadas e razoáveis quanto ao caráter eminentemente estético da cirurgia plástica indicada ao paciente pós cirurgia bariátrica, a operadora de plano de saúde pode se utilizar do procedimento da junta médica, formada para dirimir a divergência técnico assistencial, desde que arque com os honorários dos respectivos profissionais e sem prejuízo do exercício do direito de ação pelo beneficiário, em caso de parecer desfavorável à indicação clínica do médico assistente, ao qual não se vincula o julgador. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(STJ - REsp: 1870834 SP 2019/0286782-1, Relator: Ministro RICARDO VILLAS BÔAS CUEVA, Data de Publicação: DJ 18/05/2021) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Consigno que a fundamentação em demandas de saúde, seguida por esta Relatoria, é condizente com a jurisprudência majoritária do STJ, que consiste em analisar o paciente enquanto único no seu direito fundamental à saúde, não havendo métrica, padrão e/ou regra fixa de letra morta, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">vide <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">REsp 1.378.707/RJ, Rel. Ministro PAULO DE TARSO SANSEVERINO, Terceira Turma e REsp n. 1.728.042/SP, relator Ministro Ricardo Villas Bôas Cueva, relatora para acórdão Ministra Nancy Andrighi, Terceira Turma, julgado em 23/10/2018, DJe de 8/11/2018. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">O ato judicial vergastado deferiu o pleito antecipado, por entender que estavam presentes, em

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	rito sumário, os requisitos do art. 300 do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Todavia, compreendo que o pleito merece reforma, eis que o entendimento firmado, no âmbito da Corte Cidadã, é no sentido de que <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">não se pode ampliar indiscriminadamente a cobertura para que seja incluído deliberadamente tratamentos complementares, sobretudo, se não tiverem por objetivo a restauração funcional, bem como, na hipótese de dúvidas acerca da natureza do procedimento, faz-se mister a realização de perícia médica especializada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Feita as necessárias digressões e volvendo-as ao caso concreto, realizei uma acurada análise dos autos (ID 134729845) e observo que fora confeccionado laudo pela Junta Médica, que levantou dúvidas acerca da natureza eminentemente estética do procedimento cirúrgico da agravada, panorama que implica na necessidade de maior instrução e afasta, neste instante processual, os requisitos para o deferimento da tutela de urgência para custeio da cirurgia pela agravante. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Iterativa é a jurisprudência desta Eg. Corte: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO PROCESSUAL CIVIL E DO CONSUMIDOR. AGRAVO INTERNO E AGRAVO DE INSTRUMENTO. JULGAMENTO CONJUNTO NA MESMA SESSÃO. PERDA DO OBJETO DO AGRAVO INTERNO. RECURSO PREJUDICADO. AGRAVO DE INSTRUMENTO. PLANO DE SAÚDE. CIRURGIAS PÓS-BARIÁTRICAS. TUTELA DE URGÊNCIA. DESCABIMENTO. NECESSIDADE DE INSTRUÇÃO PROBATÓRIA. TEMA 1069, DO STJ. URGÊNCIA, OUTROSSIM, CONTROVERSA. GASTROPLASTIA REALIZADA HÁ MAIS DE SEIS ANOS. LAUDOS QUE NÃO DEMONSTRAM INCONTROVERSO RISCO DE MALEFÍCIO IMEDIATO. PRECEDENTES DO TJCE. REVOGAÇÃO DA DECISÃO AGRAVADA. AGRAVO DE INSTRUMENTO CONHECIDO E PROVIDO. I. CASO EM EXAME: 1. Agravo de Instrumento interposto por UNIMED FORTALEZA SOCIEDADE COOPERATIVA MÉDICA LTDA. contra decisão do Juízo da 10ª Vara Cível da Comarca de Fortaleza, que deferiu parcialmente a tutela de urgência para determinar que a operadora de saúde custeasse cirurgia plástica reparadora pós-bariátrica, conforme prescrição médica, em sua rede credenciada, sem vinculação a unidade hospitalar ou marca específica indicada, salvo inexistência de atendimento habilitado. O recurso busca a revogação da decisão e a produção de prova pericial para esclarecer a natureza do procedimento solicitado. 2. Agravo Interno interposto contra decisão que indeferiu pedido de efeito suspensivo ao Agravo de Instrumento. II. QUESTÃO EM DISCUSSÃO: 3. Há duas questões em discussão: (i) no Agravo Interno, verificar se a interposição do Agravo de Instrumento e seu julgamento conjunto resultam na perda do objeto do recurso interno; (ii) no Agravo de Instrumento, definir se estão presentes os requisitos para revogação da tutela de urgência deferida, determinando a cobertura do procedimento pelo plano de saúde ou se há necessidade de produção de prova pericial para avaliar a natureza do tratamento pleiteado. III. RAZÕES DE DECIDIR: 4. O julgamento do Agravo de Instrumento prejudica o Agravo Interno, pois a decisão liminar impugnada perde sua eficácia com a apreciação do mérito recursal. 5. A relação entre beneficiário e operadora de plano de saúde configura relação de consumo, sujeitando-se às normas do Código de Defesa do Consumidor. 6. O Superior Tribunal de Justiça, no Tema Repetitivo nº 1069, fixou a tese de que a cobertura de cirurgias plásticas pós-bariátricas deve ser garantida quando o procedimento tiver caráter reparador ou funcional, cabendo à operadora a possibilidade de submeter o paciente a junta médica para esclarecimento de dúvidas justificadas sobre eventual cunho meramente estético da intervenção. 7. No caso concreto, há inconsistências nos laudos médicos apresentados, incluindo possíveis padrões em documentos assinados pelo mesmo profissional para diferentes beneficiários, ausência de diagnóstico psicológico conclusivo quanto ao impacto do excesso de pele na saúde mental da parte agravada e a realização da cirurgia bariátrica há mais de seis anos, afastando a alegação de urgência. 8. Diante da incerteza sobre o caráter da cirurgia requerida, faz-se necessária a produção de prova pericial para

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	elucidar se os procedimentos possuem natureza reparadora/funcional ou meramente estética, afastando a concessão de tutela antecipada. IV. DISPOSITIVO: 9. Agravo Interno NÃO CONHECIDO, por prejudicado. Agravo de Instrumento CONHECIDO e PROVIDO. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 4ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em declarar PREJUDICADO o AGRAVO INTERNO e, quanto ao AGRAVO DE INSTRUMENTO, CONHECER do recurso e DAR-LHE PROVIMENTO, nos termos do voto do eminente Relator. Fortaleza, data e hora indicadas pelo sistema. JOSÉ EVANDRO NOGUEIRA LIMA FILHO Presidente do Órgão Julgador DESEMBARGADOR FRANCISCO JAIME MEDEIROS NETO Relator (Agravo Interno Cível - 0632286-03.2024.8.06.0000, Rel. Desembargador(a) FRANCISCO JAIME MEDEIROS NETO, 4ª Câmara Direito Privado, data do julgamento: 11/03/2025, data da publicação: 11/03/2025) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO DO CONSUMIDOR. PLANO DE SAÚDE. AGRAVO DE INSTRUMENTO. CIRURGIA PLÁSTICA REPARADORA PÓS-BARIÁTRICA. NEGATIVA DE COBERTURA. TUTELA DE URGÊNCIA. AUSÊNCIA DOS REQUISITOS DO ART. 300 DO CPC. RECURSO DESPROVIDO. DECISÃO MANTIDA. AGRAVO INTERNO PREJUDICADO. I. CASO EM EXAME Agravo de instrumento interposto por Débora Andrade de Almeida contra decisão do Juízo da 5ª Vara Cível da Comarca de Fortaleza/CE, que indeferiu pedido de tutela de urgência para determinar que a Unimed Fortaleza custeasse cirurgias plásticas reparadoras prescritas por seu médico assistente. Em análise de forma conjunta, o agravo interno de nº 0635266-20.2024.8.06.0000/50000 que desafia decisão unilateral desta relatoria. II. QUESTÃO EM DISCUSSÃO A questão em discussão consiste em verificar se estão presentes os requisitos para a concessão da tutela de urgência, nos termos do art. 300 do CPC, de modo a compelir o plano de saúde a custear as cirurgias reparadoras pleiteadas. III. RAZÕES DE DECIDIR A concessão da tutela de urgência exige a demonstração cumulativa da probabilidade do direito e do perigo de dano ou risco ao resultado útil do processo, nos termos do art. 300 do CPC. O entendimento jurisprudencial consolidado, conforme o Tema 1.069 do STJ, estabelece que a cobertura obrigatória de cirurgias reparadoras em pacientes pós-bariátricos deve estar condicionada à comprovação de seu caráter funcional e terapêutico, e não meramente estético. No caso concreto, os documentos apresentados não evidenciam, de forma inequívoca, a imprescindibilidade e urgência das cirurgias requeridas, tampouco indicam risco iminente à saúde da agravante. O Juízo de primeiro grau já deferiu a produção de prova pericial médica para avaliar o caráter reparador ou funcional das cirurgias, sendo prematura qualquer intervenção deste Tribunal antes da conclusão da instrução probatória. O agravo de instrumento, como via recursal de cognição restrita, não se presta à reavaliação aprofundada do mérito da demanda quando há necessidade de dilação probatória. Em razão da negativa de provimento ao agravo de instrumento, resta prejudicada a análise do Agravo Interno nº 0635266-20.2024.8.06.0000/50000 por perda de objeto. IV. DISPOSITIVO E TESE Agravo de instrumento conhecido e desprovido. Recurso interno prejudicado. Tese de julgamento: A concessão da tutela de urgência exige a comprovação cumulativa da probabilidade do direito e do perigo de dano ou risco ao resultado útil do processo. A cobertura obrigatória de cirurgias reparadoras em pacientes pós-bariátricos depende da demonstração de seu caráter funcional e terapêutico, conforme o Tema 1.069 do STJ. Havendo necessidade de instrução probatória para esclarecer a natureza da cirurgia pleiteada, a análise da questão deve ser realizada pelo Juízo de primeiro grau, não cabendo ao Tribunal antecipar juízo definitivo sobre o mérito da demanda em sede de agravo de instrumento. ACÓRDÃO: ACORDAM os desembargadores integrantes da 4ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do agravo de instrumento e negar-lhe provimento, bem como, em julgar prejudicado o agravo interno, tudo nos termos do voto do relator. Fortaleza, data do sistema. FRANCISCO BEZERRA CAVALCANTE Relator (Agravo de Instrumento - 0635266-20.2024.8.06.0000, Rel. Desembargador(a) FRANCISCO BEZERRA CAVALCANTE, 4ª Câmara Direito Privado, data do julgamento: 11/03/2025, data da publicação: 11/03/2025) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: AGRAVO DE INSTRUMENTO E AGRAVO INTERNO. DIREITO DO CONSUMIDOR. PLANO DE SAÚDE. PRESCRIÇÃO MÉDICA DE REALIZAÇÃO DE PROCEDIMENTOS APÓS A

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	CIRURGIA BARIÁTRICA. PERIGO DE DANO NÃO EVIDENCIADO. DECISÃO MANTIDA. RECURSO CONHECIDO E NÃO PROVIDO. JULGAMENTO DO AGRAVO INTERNO PREJUDICADO. I. Caso em exame: Trata-se de Recurso de Agravo de Instrumento interposto contra decisão interlocutória que indeferiu o pleito antecipatório da parte consumidora/agravante para a operadora de plano de saúde promovida/agravada custear a realização de procedimentos prescritos por médico após a realização de cirurgia bariátrica. II. Questão em discussão: Consiste em avaliar, em juízo sumário de cognição, se houve acerto ou não da decisão a quo que indeferiu a tutela de urgência (artigo 300 do CPC). III. Razões de decidir: Na hipótese, o relatório do médico não atesta o risco à vida ou à saúde da recorrente caso os procedimentos cirúrgicos não sejam realizados imediatamente. Tem-se que o perigo da demora deve ser concreto, atual e grave, de tal forma que tenha a aptidão de prejudicar ou impedir a fruição do direito em caso de procedência da pretensão em sede de tutela definitiva. Outrossim, "havendo dúvidas justificadas e razoáveis quanto ao caráter eminentemente estético da cirurgia plástica indicada ao paciente pós-cirurgia bariátrica, a operadora de plano de saúde pode se utilizar do procedimento da junta médica, formada para dirimir a divergência técnico-assistencial, desde que arque com os honorários dos respectivos profissionais e sem prejuízo do exercício do direito de ação pelo beneficiário, em caso de parecer desfavorável à indicação clínica do médico assistente, ao qual não se vincula o julgador". Tema 1.069 do Superior Tribunal de Justiça. IV. Dispositivo: Decisão de indeferimento ratificada. Agravo de instrumento conhecido e não provido. Prejudicado o julgamento do agravo interno. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do agravo de instrumento para NEGAR provimento e em consequência, declarar PREJUDICADO o julgamento do agravo interno ante a perda do seu objeto, nos termos do voto do Desembargador Relator. Fortaleza, 30 de outubro de 2024. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR Desembargador Relator (Agravo de Instrumento - 0627400-58.2024.8.06.0000, Rel. Desembargador(a) FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR, 3ª Câmara Direito Privado, data do julgamento: 30/10/2024, data da publicação: 30/10/2024) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Logo, a reforma da decisão de piso é medida que se impõe. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. DISPOSITIVO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante de todo o exposto, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">hei por bem CONHECER DO AGRAVO DE INSTRUMENTO E DAR-LHE PROVIMENTO, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">no sentido de suspender o deferimento da tutela de urgência que consistia no custeio integral, pela agravante, das cirurgias pós-bariátricas da agravada, bem como, o medicamento fornecido nos termos do ID 130404991 - PJe 1º GRAU. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Conforme já delineado, não se examina, neste <span style="font-size: 12pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> decisum, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-

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	weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">o mérito da demanda, consistente na alegada necessidade de realização de cirurgias plásticas reparadoras em pacientes submetidos à cirurgia bariátrica. Por conseguinte, não é possível afirmar, de forma definitiva, acerca da existência ou não do direito pleiteado, haja vista a imprescindibilidade da regular instrução probatória, conforme já consignado, sob pena de indevida supressão de instância. Em outras palavras, nada obsta que, após a devida produção de provas na instância de origem, a obrigação da agravante em arcar com os custos dos procedimentos cirúrgicos venha a ser reavaliada por ocasião da sentença final. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Relatora EPL/AL

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Número de ordem	56
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Revisão de Juros Remuneratórios, Capitalização/Anatocismo
Polo ativo	ANTONIA XAVIER DE ALMEIDA
Advogado(s) - Polo ativo	DJACI DO NASCIMENTO SILVA - (CE13014-A)
Polo passivo	BANCO BMG SA
Advogado(s) - Polo passivo	FABIO FRASATO CAIRES - (SP124809-S)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3008029-09.2024.8.06.0000 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO DE INSTRUMENTO em AÇÃO DECLARATÓRIA DE NULIDADE DE CARTÃO DE CRÉDITO CONSIGNADO– RMC cumulada COM REPETIÇÃO DE INDÉBITO E DANOS MORAIS COM PEDIDO LIMINAR (proc. originário nº 3002386-25.2024.8.06.0112) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3ª VARA CÍVEL DA COMARCA DE JUAZEIRO DO NORTE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVANTE: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ANTONIA XAVIER DE ALMEIDA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVADO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">BANCO BMG S/A <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight:

Processo	3008029-09.2024.8.06.0000
	700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO JULGADOR: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TERCEIRA CÂMARA DE DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO DO CONSUMIDOR. AGRAVO DE INSTRUMENTO. AÇÃO DECLARATÓRIA DE NULIDADE DE CARTÃO DE CRÉDITO CONSIGNADO – RMC. INDEFERIMENTO DE TUTELA DE URGÊNCIA. NECESSIDADE DE DILAÇÃO PROBATÓRIA. RECURSO CONHECIDO E NÃO PROVIDO. DECISÃO MANTIDA. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. CASO EM EXAME: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Agravo de instrumento interposto contra decisão que indeferiu tutela de urgência para suspensão de descontos referentes a cartão de crédito consignado. A agravante alega desconhecimento da contratação e ausência de informações claras sobre os termos do contrato.<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. QUESTÃO EM DISCUSSÃO: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Cinge-se a controvérsia recursal em verificar se estão presentes os requisitos do art. 300 do CPC para concessão da tutela provisória de urgência, notadamente a probabilidade do direito da parte agravante e o perigo de dano. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. RAZÕES DE DECIDIR: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. A relação jurídica entre as partes é de consumo, conforme os arts. 2º e 3º do CDC e a Súmula nº 297 do STJ. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Os descontos em benefício previdenciário entre 2017 e 2024, questionados pela agravante, não foram acompanhados de prova documental suficiente para demonstrar a irregularidade alegada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. A concessão da tutela de urgência demandaria prova robusta da ilegalidade da cobrança, o que não foi evidenciado nos autos, tornando imprescindível a

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	instrução probatória. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. O princípio da intervenção mínima nas relações contratuais, previsto no art. 421, parágrafo único, do Código Civil, reforça a necessidade de maior dilação probatória antes de eventual suspensão dos descontos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. Precedentes desta Corte confirmam a necessidade de comprovação inequívoca da probabilidade do direito para a concessão da tutela antecipada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO E TESE: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">8. Agravo de instrumento não provido. Decisão mantida. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">"1. A suspensão de descontos em benefícios previdenciários decorrentes de cartão de crédito consignado exige prova inequívoca da ilegalidade da cobrança. 2. A ausência de comprovação suficiente da probabilidade do direito inviabiliza a concessão de tutela de urgência." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dispositivos relevantes citados: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CPC, art. 300; CC, art. 421; CDC, arts. 2º e 3º. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Jurisprudência relevante citada: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">STJ, Súmula nº 297; TJCE, AI 0621411-71.2024.8.06.0000, Rel. Des. Francisco Lucídio de Queiroz Júnior, 3ª Câmara Direito Privado, j. 18.09.2024; TJCE, AI 0623945-85.2024.8.06.0000, Rel. Des. Paulo de Tarso Pires Nogueira, 3ª Câmara Direito Privado, j. 22.05.2024. <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos esses autos, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHECER DO AGRAVO DE INSTRUMENTO PARA NEGAR-LHE PROVIMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, em conformidade com o voto da Relatora. <p

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	style="line-height: 1.2; text-align: center; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Desembargadora Relatora <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Agravo de Instrumento, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">interposto por ANTONIA XAVIER DE ALMEIDA, contra decisão interlocutória (ID 127750895 – PJE 1º Grau), proferida pelo MM. Juiz de Direito da 3ª Vara Cível da Comarca de Juazeiro do Norte/CE, nos autos de AÇÃO DECLARATÓRIA DE NULIDADE DE CARTÃO DE CRÉDITO CONSIGNADO– RMC cumulada COM REPETIÇÃO DE INDÉBITO E DANOS MORAIS COM PEDIDO LIMINAR (proc. originário nº 3002386-25.2024.8.06.0112, que indeferiu o pedido liminar formulado pela parte autora, nos seguintes termos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">[…] No caso, não aproveito a decisão proferida nos autos de nº 3000771-83.2024.8.06.0246, que concedeu a tutela pleiteada, e INDEFIRO, por ora, o pedido liminar, uma vez que não há como se presumir, de plano, a veracidade da alegação de que o Autor desconheceria a natureza e as condições do contrato de cartão de crédito consignado antes de se oportunizar à Promovida a contraprova da alegação, mediante a juntada do instrumento contratual, das faturas do cartão, da prova do envio do cartão e da planilha de evolução do débito. [...] <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignada, a agravante interpôs o presente recurso, sustentando, em síntese, a) a probabilidade do direito, eis que supostamente não realizou a contratação da Reserva de Margem Considerável “RMC” e; b) o risco de dano na manutenção dos descontos na aposentadoria, por comprometimento excessivo da renda. Por fim, pugna pelo conhecimento e provimento do recurso, reformando-se a decisão vergastada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">Contrarrazões <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">não foram apresentadas. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vieram-me os autos conclusos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. Decido. <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <li style="list-style-type: decimal; font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre; margin-left: 36pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">JUÍZO DE ADMISSIBILIDADE <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Coexistindo os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. MÉRITO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Considerando a natureza do provimento jurisdicional que se almeja com o presente recurso, inviável qualquer discussão acerca do mérito da causa, estando limitada à manutenção ou não da decisão agravada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Cinge-se a controvérsia recursal em verificar o acerto ou desacerto da decisão que indeferiu tutela de urgência para suspensão de descontos referentes a cartão de crédito consignado. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De maneira breve, a agravante sustenta que as cobranças não são legítimas, pois não realizou o empréstimo sobre a Reserva de Margem Considerável “RMC”. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">In casu<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, é cediço que se trata de uma relação consumerista, de maneira que deve incidir o disposto nos arts. 2º e 3º do CDC, por força da Súmula nº 297 do STJ: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">”O Código de Defesa do Consumidor é

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	aplicável às instituições financeiras": <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 2° Consumidor é toda pessoa física ou jurídica que adquire ou utiliza produto ou serviço como destinatário final. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Parágrafo único. Equipara-se a consumidor a coletividade de pessoas, ainda que indetermináveis, que haja intervindo nas relações de consumo. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 3° Fornecedor é toda pessoa física ou jurídica, pública ou privada, nacional ou estrangeira, bem como os entes despersonalizados, que desenvolvem atividade de produção, montagem, criação, construção, transformação, importação, exportação, distribuição ou comercialização de produtos ou prestação de serviços. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">§ 1° Produto é qualquer bem, móvel ou imóvel, material ou imaterial. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">§ 2° Serviço é qualquer atividade fornecida no mercado de consumo, mediante remuneração, inclusive as de natureza bancária, financeira, de crédito e securitária, salvo as decorrentes das relações de caráter trabalhista. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em análise do caso, verifica-se, conforme o ID 126965925, que foram realizados descontos, entre os anos de 2017 e 2024, em valores variando entre R$ 44,00 (quarenta e quatro reais) e R$ 70,60 (setenta reais e sessenta centavos), os quais, segundo a agravante, seriam indevidamente cobrados pelo Banco BMG S.A. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Entretanto, embora alegue desconhecer os descontos, a agravante quedou-se inerte quanto à juntada de documentos que comprovem suas alegações. Assim, mostra-se necessária a ampliação da fase probatória para melhor apuração dos requisitos da tutela de urgência pleiteada, uma vez que, no presente momento processual, não há prova suficiente da suposta cobrança indevida, tampouco foi oportunizado o contraditório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Assiste razão ao juízo de primeiro grau, que, em decisão interlocutória, indeferiu a concessão da tutela por entender que um dos requisitos previstos no art. 300 do CPC/15, no caso, a probabilidade do direito, não foi demonstrada pela fragilidade do arcabouço probatório apresentado. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">O magistrado considerou que o fato de a promovente impugnar o contrato de cartão de crédito RMC, por si só, não seria suficiente para suspender as cobranças e que a compreensão das circunstâncias fáticas envolvidas dependem da formação do contraditório. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ademais, a concessão da medida, no contexto dos autos, afetaria, de forma importante, o princípio da intervenção mínima da relação contratual, na forma do parágrafo único do artigo 421 do Código Civil. <p

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	style="line-height: 2.4; text-indent: 56.65pt; text-align: justify; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Neste momento processual, em virtude da carência de elementos da probabilidade do direito acerca da não informação dos termos das cláusulas do contrato, torna-se imprescindível a instrução processual. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Destaca-se o entendimento desta Eg. Corte em casos análogos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DIREITO CIVIL E PROCESSUAL CIVIL. DIREITO DO CONSUMIDOR. AGRAVO DE INSTRUMENTO. AÇÃO DECLARATÓRIA DE INEXISTÊNCIA DE DÉBITO C/C RESCISÃO CONTRATUAL SEM ÔNUS C/C TUTELA DE URGÊNCIA C/C INDENIZAÇÃO POR DANOS MORAIS. PLEITO DE SUSPENSÃO DAS COBRANÇAS. IMPROCEDÊNCIA. AUSÊNCIA DOS REQUISITOS ELENCADOS NO ART. 300 DO CPC. NECESSIDADE DE MAIOR DILAÇÃO PROBATÓRIA. AGRAVO DE INSTRUMENTO CONHECIDO E DESPROVIDO. 1. Conforme relatado nos autos, o agravante aduz que foi surpreendido com o recebimento de uma carta de cobrança do Santander Financiamentos, na importância de R$ 35.362,47 (trinta e cinco mil, trezentos e sessenta e dois mil reais e quarenta e sete centavos), em agosto de 2023, referente a um contrato de financiamento de veículo nunca celebrado pelo autor, tendo tido o seu nome incluído no cadastro de proteção de crédito em outubro de 2023. 2<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">. Inicialmente, cumpre destacar que a questão trazida à tona deve ser solucionada à luz das disposições contidas no Código de Defesa do Consumidor (CDC), sendo este o entendimento sumulado pelo STJ no enunciado n.° 297, de que "o Código de Defesa do Consumidor é aplicável às instituições financeiras". <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. Nesse sentido, o CDC oferece várias prerrogativas ao consumidor, com o objetivo de equilibrar a relação. Um exemplo é o artigo 6º, VIII, que trata da inversão do ônus da prova. Esta medida visa facilitar a defesa do consumidor quando, a critério do juiz, a alegação for plausível ou quando o consumidor for hipossuficiente, conforme as regras gerais. 4. No entanto, no presente caso, a entidade financeira demandada apresentou em contestação (fls. 78/82 dos autos originários) o contrato assinado, a constatação da regularidade da contratação por meio da biometria facial em comparação com o documento pessoal apresentado, bem como anexou histórico de pagamento de trinta e nove parcelas do financiamento ora questionado. 5. Portanto, o Juízo a quo agiu corretamente ao indeferir o pedido de antecipação de tutela, uma vez que o processo carece de provas suficientes para demonstrar a verossimilhança das alegações e o perigo de dano, não sendo possível aferir a existência de fraude a ensejar a concessão da tutela pretendida, tornando indispensável a regular instrução processual para maior dilação probatória. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Portanto, o Juízo de primeiro grau agiu corretamente ao indeferir o pedido de antecipação de tutela, uma vez que o processo carece de provas suficientes para demonstrar a verossimilhança das alegações e o perigo de dano, não sendo possível aferir a existência de fraude a ensejar a concessão da tutela pretendida, tornando indispensável a regular instrução processual para maior dilação probatória. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. Recurso conhecido e desprovido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade, em conhecer do recurso, para negar-lhe provimento, nos termos do voto do Relator. Fortaleza, data da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR Desembargador Relator (Agravo de Instrumento - 0621411-71.2024.8.06.0000, Rel. Desembargador(a) FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR, 3ª Câmara Direito Privado, data do julgamento: 18/09/2024, data da publicação: 18/09/2024) (Destaquei) <p style="line-height: 1.7999999999999998; margin-left:

Processo	3008029-09.2024.8.06.0000
	113.38582677165354pt; text-align: justify; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"><span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO DE INSTRUMENTO. AÇÃO DE OBRIGAÇÃO DE FAZER. INDEFERIMENTO DE SUSPENSÃO DE COBRANÇA DE EMPRÉSTIMOS DO AUTOR. AUSÊNCIA DE DEMONSTRAÇÃO DA PROBABILIDADE DO DIREITO. NÃO PREENCHIMENTO DOS REQUISITOS DO ART. 300 DO CPC. DÚVIDAS QUANTO À PROBABILIDADE DO DIREITO E AO PERIGO DE DANO OU RISCO AO RESULTADO ÚTIL DO PROCESSO. NECESSIDADE DE INSTRUÇÃO PROBATÓRIA. RECURSO CONHECIDO E NÃO PROVIDO. 1. A controvérsia recursal gira em torno da correção da decisão de primeiro grau que, reconhecendo a ausência do requisito do risco de dano, contido no art. 300 do CPC, indeferiu a tutela de urgência pretendida. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. A probabilidade do direito e o perigo de dano ou o risco ao resultado útil do processo são requisitos motivadores da concessão da tutela de urgência antecipada. Para conferir a antecipação de tutela recursal, deve-se verificar a existência simultânea dos requisitos e, caso apenas um esteja ausente, o pleito deve ser indeferido. 3. O Juízo de origem acertou ao indeferir o pleito de antecipação de tutela pretendido, pois assim o fez em virtude da carência de elementos da probabilidade do direito acerca da não informação dos termos das cláusulas de cobertura, tornando imprescindível a instrução processual. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. A parte agravante apenas afirma a existência da probabilidade do direito em razão da limitação desarrazoada contida na cláusula contratual, agindo a empresa de má-fé ao oferecer um produto que em nada beneficiaria o seu cliente. Não há afirmação acerca de desemprego por parte do agravante, apenas a redução da sua capacidade financeira, continuando empregado por CLT. 5. Diante da análise probatória contida nos autos do agravo de instrumento, bem como da ação que tramita em sede de primeiro grau, é forçoso concluir que, a decisão vergastada não merece retoque, porquanto, apesar de da ocorrência dos descontos, os termos contratuais são expressos quanto à cobertura apenas em caso de perda do vínculo celetista. 6. Desse modo, não verifico, neste momento processual, a presença da probabilidade do direito da parte recorrente, nem do perigo de dano ou risco ao resultado útil do processo. Não restando comprovado pela parte agravante o preenchimento dos requisitos contidos no art. 300 do CPC, de forma que a decisão interlocutória recorrida deve ser mantida irretocável. 7. Recurso conhecido e não provido. (Agravo de Instrumento - 0623945-85.2024.8.06.0000, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023, 3ª Câmara Direito Privado, data do julgamento: 22/05/2024, data da publicação: 22/05/2024) (Destaquei) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. DISPOSITIVO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante de todo o exposto, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">hei por bem CONHECER DO AGRAVO DE INSTRUMENTO E NEGAR-LHE PROVIMENTO, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">mantendo inalterado o <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">decisum <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">vergastado. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span

Processo	3008029-09.2024.8.06.0000
	style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Desembargadora-Relatora EPL/AF

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Número de ordem	57
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Fornecimento de Energia Elétrica
Polo ativo	ELTON DA MOTA PEREIRA COMPANHIA ENERGETICA DO CEARA
Advogado(s) - Polo ativo	MACKSON BRAGA BARBOSA - (CE31841-A) MACKSON BRAGA BARBOSA - (CE31841-A)
Polo passivo	COMPANHIA ENERGETICA DO CEARA ELTON DA MOTA PEREIRA
Advogado(s) - Polo passivo	ANTONIO CLETO GOMES - (CE5864-A) ANTONIO CLETO GOMES - (CE5864-A)
Terceiros	Não informado

Processo	0202021-71.2024.8.06.0101
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0202021-71.2024.8.06.0101 TIPO DO PROCESSO e TIPO DE AÇÃO: APELAÇÃO CÍVEL EM AÇÃO DE OBRIGAÇÃO DE FAZER C/C COM DANOS MORAIS ORIGEM: 1ª VARA CÍVEL DA COMARCA DE ITAPIPOCA – CEARÁ APELANTES: COMPANHIA ENERGÉTICA DO CEARÁ - ENEL E ELTON DA MOTA PEREIRA APELADOS : COMPANHIA ENERGÉTICA DO CEARÁ - ENEL E ELTON DA MOTA PEREIRA ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO <p style="line-height: 150%; margin-

Processo	0202021-71.2024.8.06.0101
	bottom: 0cm;" align="justify"> RELATORA: DESA. CLEIDE ALVES DE AGUIAR EMENTA: DIREITO DO CONSUMIDOR. APELAÇÃO CÍVEL. AÇÃO DE OBRIGAÇÃO DE FAZER C/C INDENIZAÇÃO POR DANOS MORAIS. FALHA NA PRESTAÇÃO DE SERVIÇO PELA CONCESSIONÁRIA DE ENERGIA ELÉTRICA. DEMORA INJUSTIFICADA NA LIGAÇÃO. QUANTUM INDENIZATÓRIO. MULTA. RAZOABILIDADE E PROPORCIONALIDADE CONSTATADAS. SENTENÇA MANTIDA. RECURSOS DESPROVIDOS. I. CASO EM EXAME 1. Apelações cíveis interpostas por ambas as partes contra sentença que julgou procedente ação de obrigação de fazer c/c indenização por danos morais. A parte autora requereu ligação de energia elétrica e permaneceu por mais de seis meses sem atendimento. A sentença condenou a concessionária ao fornecimento do serviço, à indenização por danos morais no valor de R$ 5.000,00 e à multa cominatória. A concessionária alegou culpa do consumidor e complexidade da obra. O autor, por sua vez, pleiteou majoração da indenização e dos honorários, além da ampliação do teto da multa. II. QUESTÃO EM DISCUSSÃO 2. Há três questões em discussão: (i) saber se houve falha na prestação do serviço essencial de energia elétrica; (ii) saber se os valores fixados a título de multa diária e danos morais devem ser alterados e; (iii) saber se os honorários sucumbenciais e o teto da multa cominatória devem ser majorados. III. RAZÕES DE DECIDIR <span style="font-

Processo	0202021-71.2024.8.06.0101
	size: medium;"> 3. A concessionária não apresentou provas suficientes para justificar a demora na prestação do serviço. 4. Reiteradas alegações genéricas de obra complexa e programas sociais não afastam a responsabilidade objetiva pelo descumprimento do prazo legal e contratual. 5. A jurisprudência do TJCE reconhece o direito do consumidor à reparação por falha na prestação de serviço essencial, mesmo quando há alegações de dificuldades logísticas por parte da concessionária. 6. Os valores arbitrados a título de danos morais e multa cominatória estão em consonância com os princípios da razoabilidade e proporcionalidade. 7. Não se justificam as alterações pretendidas pelas partes, mantida integralmente a sentença. IV. DISPOSITIVO E TESE 8. Recursos conhecidos e desprovidos. Sentença mantida em todos os seus termos. Honorários majorados em 5% sobre o valor da condenação em desfavor da ré. Tese de julgamento: “1. A concessionária de serviço público responde objetivamente pela falha na prestação de serviço essencial, não sendo suficientes alegações genéricas ou ausência de prova concreta para afastar a responsabilidade. 2. A demora injustificada na ligação de energia elétrica, mesmo em caso de extensão de rede, enseja o dever de indenizar e de cumprimento forçado da obrigação.” _____ Dispositivos relevantes citados: CF/1988, art. 5º, XXXII; CDC, arts. 6º, III, e 22; CC, art. 186; CPC, arts. 373, II, e 1.010; Resolução ANEEL nº 414/2010, arts. 32, II, e 34. Jurisprudência relevante citada: TJCE, Apelação Cível nº 0051839-84.2017.8.06.0112, Rel. Des. Carlos Augusto Gomes Correia, 1ª Câmara Direito Privado, j.

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	03.04.2024;TJCE, Apelação Cível nº 0200275-12.2023.8.06.0132, Rel. Des. Everardo Lucena Segundo, 2ª Câmara Direito Privado, j. 27.03.2023. ACÓRDÃO Vistos, relatados e discutidos esses autos, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em CONHECER DOS RECURSOS PARA NEGAR- LHES PROVIMENTO em conformidade com o voto da Relatora. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relator RELATÓRIO Consta, para relatório, que o autor ELTON DA MOTA PEREIRA interpôs o presente recurso de apelação visando reformar a sentença proferida nos autos da ação de obrigação de fazer c/c indenização por danos morais, ajuizada pelo mesmo contra a COMPANHIA ENERGÉTICA DO CEARÁ – ENEL. Na sentença, o Juízo de primeiro grau reconheceu a falha da ENEL ao não prover o serviço solicitado pelo autor dentro do prazo estipulado e sem

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	fornecer justificativas suficientes ou comprovar a inexistência do endereço. Assegurou a aplicação das normas consumeristas, destacando a responsabilidade objetiva da empresa e os direitos do consumidor à informação e ao serviço adequado. Estipulou a indenização e a multa diária considerando a necessidade de assegurar a execução do serviço essencial e reparar os danos morais sofridos pelo autor em razão da prolongada ausência de energia elétrica em seu imóvel. Logo, o Juízo a quo julgou procedente a pretensão autoral para condenar a Requerida a providenciar o fornecimento de energia elétrica na unidade do autor no prazo de 60 dias, sob pena de multa diária de R$ 200,00, limitada a R$ 5.000,00, bem como, condenou ao pagamento de R$ 5.000,00 por danos morais, com correção monetária pelo IPCA e juros pela Taxa SELIC a partir da citação, além das custas processuais e honorários de 10% sobre o valor da condenação em desfavor da Enel . Inconformada, a parte recorrente ENEL alega que não cometeu nenhum ato ilícito, argumentando que a ligação de energia não foi concluída devido à pendência de responsabilidade do consumidor, pois o endereço fornecido estava incorreto, inviabilizando a execução do serviço. Além disso, alega que a sentença impôs prazo exíguo para o cumprimento da obrigação de fazer, o qual é inadequado para a realização da obra, que envolve procedimentos complexos e de grande porte, demandando mais tempo de execução. Em sua fundamentação, a recorrente suscita o disposto nos artigos 89 da Resolução nº 1.000/2021 da ANEEL e o artigo 186 do Código Civil Brasileiro. Pede, portanto, a reforma total da sentença, ampliando o prazo para 120 dias para o fornecimento da energia e reduzindo a multa diária e o valor da indenização. Nas contrarrazões, ELTON DA MOTA PEREIRA sustenta que a ENEL falhou ao não executar a obra dentro dos prazos regulamentares, causou-lhe diversos prejuízos e agiu com negligência ao não localizar a unidade consumidora, mesmo tendo em mãos todos os documentos necessários. Reforça que ficou comprovado nos autos a falta de informação da distribuidora ao consumidor e que a ligação de energia, ainda que se tratasse de extensão de rede, já deveria ter sido realizada. Defende que a multa cominatória é adequada e necessária para compelir o cumprimento da obrigação e que a indenização fixada deve ser mantida, conforme entendimento pacífico do STJ sobre a configuração do dano moral sem necessidade de prova da ofensa. Por fim, pleiteia a manutenção integral da sentença. O autor também recorre, Elton da Mota Pereira narra que realizou pedido de ligação nova para sua unidade consumidora no dia 09 de julho de 2024 e, até a data da petição, encontrava-se há mais de seis meses sem energia elétrica. Ele alega que a decisão do juiz de primeira instância, ao fixar a indenização por danos morais em R$ 5.000,00, está em desconformidade com a jurisprudência do Tribunal de Justiça do Estado do Ceará e com a gravidade do dano experimentado, que, em sua visão, justifica a majoração do valor para pelo menos R$ 10.000,00. O apelante argumenta, ainda, que a ENEL não apresentou documentação comprobatória de suas alegações e que sua residência permaneceu sem energia elétrica além do prazo de cinco dias úteis estabelecido pela Resolução Normativa nº 1000 da ANEEL para a realização da ligação nova. Por fim, pedido de majoração da indenização, requer a condenação expressa da ENEL à obrigação de fazer, a fixação dos honorários sucumbenciais em 20% (vinte por cento) do valor da condenação e o aumento do teto das astreintes para o valor da causa. Em resposta (contrarrazões), a parte recorrida, Companhia Energética do Ceará – ENEL, argumenta, que a solicitação de fornecimento de energia elétrica feita pelo recorrente necessitou de uma obra de extensão de rede, não se tratando de simples pedido de ligação nova. Sustenta que, considerando a complexidade das obras, que envolvem várias etapas e procedimentos técnicos, não houve atraso irrazoável no atendimento nem negligência por parte da empresa. A ENEL afirma que a execução do projeto envolve transporte de material, locação da obra, escavação, implantação e aparelhamento dos postes, instalação de transformador, lançamento de condutor, e desligamento programado para interligação à rede existente, além da instalação da medição do cliente, e que tudo isso demanda tempo e logística, muitas vezes afetadas pela disponibilização de materiais e segurança da comunidade. Por esses motivos, solicita a manutenção da decisão recorrida sobre a impossibilidade de majoração dos danos morais e a redução do valor arbitrado por entender que não houve

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	provas concretas de abalo moral significativo à parte recorrente. A ENEL também argumenta que a fixação dos honorários advocatícios está adequada ao trabalho realizado e solicita a manutenção do percentual fixado pelo juiz de primeiro grau. É o relatório. Passo a decidir. VOTO 1. Admissibilidade: Presentes os pressupostos que autorizam a admissibilidade do recurso apelatório, recebo-o e passo a apreciá-lo nos termos em que estabelece o art. 1.010 e seguintes do CPC. 2. Mérito: No uso da prerrogativa recursal que confere ao apelante a possibilidade de exame amplo de ato judicial vergastado por outra composição, trago o feito para julgamento colegiado. Cinge-se em analisar os Recursos interpostos pelas partes no contexto da sentença prolatada que julgou procedente os pedidos da exordial. Em contestação, a companhia energética não colacionou nenhum elemento capaz de justificar a situação denunciada, qual seja, exorbitante prazo de espera pelo fornecimento do serviço de energia. Muito pelo contrário, este órgão vem catalogando, junto aos diversos recursos distribuídos a esta relatoria, que as justificativas utilizadas pela empresa Enel se repetem mesmo que as situações fáticas sejam completamente diversas. Verifica-se, em algumas demandas, que o bojo das petições sequer coincidem com os fatos a serem rebatidos, o que afronta contra o Judiciário como um todo, em principal quando , por

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	exemplo , a concessionária justifica a grande maioria do retardo referente ao fornecimento dos serviços de sua responsabilidade nos “Programas Sociais” tais como: “Programa Minha Casa Minha Vida, Universalização de Energia Elétrica e o Programa Luz” o que não constitui argumento embasado em provas cabíveis no quadro fático e de direito que emerge dos autos, produzindo uma situação de desinformação temerária e totalmente desprovida de documentos comprobatórios. O Judiciário não deve esquecer que é instrumento social e precisa estar atento à situação do povo a que serve. As falhas cometidas pela concessionária vão além das demoras nas pequenas ligações novas em áreas de baixa renda: perpetuam-se em todo o país sob a forma de grandes apagões. É dever da concessionária rever suas políticas e práticas, sob a fiscalização do Judiciário e da sociedade como um todo. Não há nenhum elemento fático probatório que justifique a falha no serviço prestado. A peça contestatória e o Recurso de Apelação da promovida se limitam, como em várias ações semelhantes , a relatar sobre a necessidade de obras ou de grande complexidade a serem feitas sem a regular descrição das mesmas, planta de infraestrutura, organograma de execução, muito menos plano de execução ou pequenas obras imputadas como de responsabilidade dos consumidores . Ademais, o art. 32, inciso II, da Resolução nº 414/2010 da ANEEL, discorre que, para os casos em que seja necessária a realização de serviço de reforma, ampliação ou construção de rede de distribuição, para realizar a ligação da unidade consumidora à rede de distribuição de energia elétrica, a concessionária de energia tem o prazo de até 30 (trinta) dias, contados do pedido de ligação, para elaborar um projeto com orçamento e informar ao consumidor o prazo para conclusão das obras. Tal recurso não foi devidamente cumprido, muito menos, o prazo de 60 (sessenta) a 120 (cento e vinte) dias para a elaboração da obra. O direito aplicado quanto à falha na prestação do serviço de energia elétrica configura-se conforme os termos do art. 374, inc, II e III do CPC e Resolução nº 414/2010 da ANEEL, assim, o nexo causal da responsabilidade objetiva está configurado e a simples negação vaga sem documentação comprobatória que afaste a culpa objetiva da Enel somente corrobora o acerto da sentença vergastada, uma vez que não há um organograma sequer da alegada obra a ser efetuada. Não há como o Judiciário adjetivar o prazo estipulado como razoável, o que se pondera, com certeza, é que, o tempo que o consumidor suportou sem o fornecimento de energia, é mais que desrazoável e incabível. Quanto ao valor da indenização por danos morais (R$ 5.000,00), entendo estar em consonância com os parâmetros deste Tribunal e com os princípios da razoabilidade e proporcionalidade, não cabendo majoração, tampouco redução. Da mesma forma, a multa diária de R$ 200,00 (limitada a R$ 5.000,00) mostra-se adequada para compelir o cumprimento da obrigação de fazer, sem onerar excessivamente a parte ré. Vejamos a seguir como tem decidido a egrégia Corte deste Tribunal: <span

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	style="font-size: medium;"> APELAÇÃO CÍVEL. AÇÃO DE INDENIZAÇÃO DE DANOS MORAIS E MATERIAIS. ENERGIA ELÉTRICA. PEDIDO DE NOVA LIGAÇÃO. DEMORA INJUSTIFICADA NA EXECUÇÃO DO SERVIÇO. FALHA NA PRESTAÇÃO DO SERVIÇO. DANO MORAL CONFIGURADO. QUANTUM INDENIZATÓRIO FIXADO DENTRO DO PATAMAR DESTE TRIBUNAL. DANO MATERIAL DEVIDO. RECURSO CONHECIDO E NÃO PROVIDO. 1. Trata-se de Apelação Cível interposta contra sentença que julgou procedente a pretensão autoral. 2. A concessionária de serviço público alega que não cumpriu a solicitação para a ligação de energia devido à necessidade de execução de obra complexa, qual seja, extensão de rede, bem como, pelo elevado número de obras, falta de materiais necessários e a escassez de mão-de-obra. 3. A relação jurídica estabelecida entre as partes é de consumo, regida pelas normas do Código de Defesa do Consumidor, uma vez que em um dos polos da relação figura um fornecedor, na modalidade de prestador de serviço público e, do outro, há um consumidor, que adquire o serviço como destinatário final (arts. 2º, 3º e 22 do CDC). 4. O fornecimento de energia elétrica se encontra classificado como serviço essencial, tendo em vista ser imprescindível para a realização de atividades comuns do dia a dia. Dito isso, o art. 22 do CDC aduz que as concessionárias de serviço público são obrigadas a fornecer serviços adequados, eficientes, seguros e, quanto aos essenciais, contínuos e que no caso de descumprimento, total ou parcial, serão as pessoas jurídicas compelidas a cumpri-las e a reparar os danos causados. 5. A responsabilidade das concessionárias e permissionárias de serviço público é objetiva, nos termos do art. 14 da lei consumerista, e independe da existência de culpa, sendo afastada apenas em caso de culpa exclusiva do consumidor ou de terceiros ou quando o defeito na prestação inexiste. 6. Restou incontroverso que a parte autora solicitou a ligação de energia elétrica em 12/08/2015 (protocolo 1300574425), e que, passados mais de DOIS ANOS (do pedido administrativo/protocolo), a concessionária não havia realizado a instalação e em nenhum momento comprovou que vinha tomando as providências necessárias para a execução do serviço ou mesmo envidando esforços em angariar as licenças pertinentes, não podendo transferir tal ônus ao usuário do serviço, evidentemente hipossuficiente. 7. A Resolução Normativa 414/2010 da ANEEL, estabelece o prazo máximo de 7 (sete) dias para ligação da unidade consumidora ou adequação da ligação , contados a partir da data em que as instalações e o cumprimento de demais condições relevantes foram aprovadas, bem como, prazo máximo de 30 (trinta) dias para elaborar os estudos, orçamentos, projetos e informar ao interessado, por escrito, quando inexistir rede de distribuição que possibilite o pronto atendimento da unidade consumidora, como é o caso dos autos. 8. Em razão da inversão do ônus da prova (art. 6º, VIII, CDC), cabia a concessionária demonstrar fato que desconstituísse o direito do autor, ou seja, provar os motivos plausíveis que impossibilitassem que o serviço fosse realizado de forma imediata, arcando, ainda, com os demais prejuízos decorrentes. No entanto, a demandada não acostou contraprova eficiente aos autos, não demonstrando à existência de fato impeditivo, modificativo ou extintivo do direito dos autores, conforme art. 373, II do CPC, por conseguinte, resta caracterizada a falha na prestação de serviço da empresa. 9. Em relação à quantia fixada pelo magistrado, diante das peculiaridades do caso concreto, deve ser mantida em R$ 5.000,00 (cinco mil reais), valor que se encontra dentro dos parâmetros de fixação condizentes para combater e ressarcir o ato ilícito praticado. Precedentes desta Corte de Justiça. 10. Por fim, em relação aos danos materiais, o apelado comprovou através dos recibos de p. 24/26 que efetivamente despendeu a quantia de R$ 1.750,00 (mil setecentos e cinquenta reais) a título de aluguel residencial, já que, em virtude da ausência de ligação de energia elétrica no local solicitado não pôde ali estabelecer moradia. 11. Recurso conhecido e não provido. (Apelação Cível nº 0051839-84.2017.8.06.0112, 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, Rel. Des. CARLOS AUGUSTO GOMES CORREIA , Data do Julgamento e Data da Publicação 03/04/2024 e 04/04/2024). (Grifei). APELAÇÃO CÍVEL. AÇÃO DE OBRIGAÇÃO DE FAZER C/C PEDIDO DE TUTELA DE URGÊNCIA. DETERMINAÇÃO DE LIGAÇÃO. PEDIDO DE PRORROGAÇÃO DO PRAZO E REDUÇÃO DAS ASTREINTES. NÃO CABIMENTO. OBRIGAÇÃO DEVERIA TER SIDO CUMPRIDA EM 120 DIAS E NÃO O FOI MAIS DE 3 ANOS APÓS SOLICITAÇÃO.

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	HONORÁRIOS SUCUMBENCIAIS FIXADOS POR EQUIDADE. CABIMENTO. DIREITO DE VALOR INESTIMÁVEL. APELAÇÃO CONHECIDA E NÃO PROVIDA. Cinge-se a controvérsia a verificar se a ré efetivamente praticou ato ilícito, consistente no atraso injustificado e irregular da ligação de energia elétrica na residência da autora e se a determinação de obrigação de fazer consistente em concluir a ligação de energia no prazo especificado foi realizado de forma adequada. Destaca-se que, conforme o art. 32, inciso II, da Resolução nº 414/2010 da ANEEL, para os casos em que seja necessária a realização de serviço de reforma, ampliação ou construção de rede de distribuição, para realizar a ligação da unidade consumidora à rede de distribuição de energia elétrica, a concessionária de energia tem o prazo de até 30 (trinta) dias, contados do pedido de ligação, para elaborar um projeto com orçamento e informar ao consumidor o prazo para conclusão das obras. Superada essa fase, a concessionária de energia teria o prazo de entrega das obras que variam de 60 a 120 dias, conforme previsto no art. 34, incisos I e II da Resolução nº 414/2010 da ANEEL. Sobre o pedido de dilação de prazo, insta consignar que o prazo de 120 (cento e vinte) dias é aplicável não a partir da data de decisão judicial que determine à Apelante que cumpra com suas obrigações legais, mas sim da data em que deveria tê-lo feito. Não tendo adotado previamente as medidas necessárias para fazer o que era legalmente obrigada a fazer, vê-se que o prazo de 15 (quinze) dias atribuído pelo Juízo a quo é praticamente uma benesse processual, não cabendo, em absoluto, falar-se de qualquer dilação de prazo. Destaco que o pedido de ligação ocorreu praticamente 3 (três) anos atrás, sem que fosse atendido. Afigura-se, portanto, verdadeiro absurdo o tratamento que a ENEL atribui à Apelada, não sendo cabível falar em nova dilação do prazo para cumprimento de sua obrigação legal. A mesma lógica aplica-se ao valor da multa por descumprimento. As astreintes tem como objetivo garantir que a parte que deva cumprir determinada obrigação não deixará de fazê-lo. Ora, se a Apelante deixou de cumprir, durante 3 (três) anos, o que deveria fazer em 120 (cento e vinte) dias, deve o valor da multa por atraso servir para garantir que este desrespeito à regulação cessará. Quanto à fixação dos honorários sucumbenciais, a priori, a aplicação do critério do 85, §8º, do Código de Processo deveria ser afastada, pois está restrita as causas em que não se vislumbra beneficio patrimonial imediato, como, por exemplo, as de estado e de direito de família, não sendo cabível quando a procedência do mérito implica em fornecimento de medicamentos com valor facilmente verificável. Ocorre que o caso em epígrafe versa justamente sobre direito de valor inestimável, pois não é possível quantificar o valor do proveito econômico a ser aproveitado à parte requerente em razão de, enfim, ter seu direito de acesso ao fornecimento de energia elétrica cumprido. Apelação conhecida e não provida. (Apelação Cível nº 0200275-12.2023.8.06.0132, 2ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, Rel. Des. EVERARDO LUCENA SEGUNDO . Data de Julgamento e Data de Publicação 27/03/2023). (Grifei). Diante do exposto, conheço do s presente s recurso s para negar-lhe s provimento , mantendo a sentença em todos os seus termos. Em relação aos honorários, considerando o trabalho adicional nesta fase recursal, majoro em 5% o valor fixado na sentença em desfavor da promovida, conforme art. 85, §11 do CPC. É como voto. Fortaleza, hora e data pelo sistema.

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	                   DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora

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Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Assistência Judiciária Gratuita
Polo ativo	FRANCISCA AURILA OLIVEIRA LIMA
Advogado(s) - Polo ativo	LUIZ RONALDO PEREIRA RIBEIRO JUNIOR - (CE15610-A) LIGIA LINHARES ARRAIS - (CE15001-A)
Polo passivo	BANCO DO BRASIL SA
Advogado(s) - Polo passivo	DAVID SOMBRA PEIXOTO - (CE16477-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3006755-10.2024.8.06.0000 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO DE INSTRUMENTO em AÇÃO ORDINÁRIA DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS (proc. originário nº <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">0275391-92.2024.8.06.0001<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">13ª VARA CÍVEL DA COMARCA DE FORTALEZA/CE <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVANTE: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">FRANCISCA AURILA OLIVEIRA LIMA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000;

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	background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVADO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">BANCO DO BRASIL SA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO JULGADOR: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TERCEIRA CÂMARA DE DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESA. CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO PROCESSUAL CIVIL. AGRAVO DE INSTRUMENTO. JUSTIÇA GRATUITA. INDEFERIMENTO DO JUÍZO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A QUO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">. PESSOA NATURAL. INCAPACIDADE EVIDENCIADA. PRESUNÇÃO DE HIPOSSUFICIÊNCIA. DOCUMENTOS COMPROBATÓRIOS. RECURSO CONHECIDO E PROVIDO. DECISÃO REFORMADA. AGRAVO INTERNO PREJUDICADO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. CASO EM EXAME: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Agravo de instrumento interposto contra decisão que indeferiu a concessão dos benefícios da justiça gratuita, determinando o recolhimento das custas sob pena de cancelamento da distribuição do feito. A agravante alega insuficiência financeira e apresenta documentação comprobatória. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. Questão em discussão: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Há duas questões em discussão: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(i) saber se a presunção de veracidade da declaração de hipossuficiência firmada por pessoa natural e; (ii) se os documentos acostados aos autos são suficientes para concessão da justiça gratuita. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. RAZÕES DE DECIDIR: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant:

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	normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. O Código de Processo Civil estabelece a presunção de veracidade da declaração de insuficiência financeira feita por pessoa natural, salvo prova em contrário (art. 99, § 3º, CPC).<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. A agravante apresentou documentação demonstrando sua condição financeira comprometida, sem indícios suficientes para afastar a presunção legal. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. A jurisprudência consolidada do STJ e do TJCE reconhece que a justiça gratuita não se restringe à miserabilidade absoluta, bastando a comprovação de que o pagamento das custas comprometeria a subsistência da requerente. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO E TESE: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Recurso conhecido e provido. Decisão reformada. Agravo interno prejudicado. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“A declaração de hipossuficiência firmada por pessoa natural presume-se verdadeira, salvo elementos que a infirmar, sendo suficiente para concessão da justiça gratuita a demonstração da insuficiência de recursos sem comprometimento da subsistência do requerente.” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dispositivos relevantes citados: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 98 e 99 do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Jurisprudência relevante citada: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TJCE, Agravo de Instrumento-0636928-19.2024.8.06.0000, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 13/11/2024, data da publicação: 14/11/2024; TJCE - Agravo de Instrumento - 0635004-41.2022.8.06.0000, Rel. Desembargador(a) FRANCISCO MAURO FERREIRA LIBERATO, 1ª Câmara Direito Privado, data do julgamento: 08/02/2023, data da publicação: 08/02/2023 <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos esses autos, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-

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	wrap;">CONHECER DO AGRAVO DE INSTRUMENTO PARA DAR-LHE PROVIMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, em conformidade com o voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Desembargadora Relatora <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Agravo de Instrumento<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, interposto por <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">FRANCISCA AURILA OLIVEIRA LIMA<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, contra decisão interlocutória (ID 115972187– PJE 1º Grau) proferida pela MM. Juíza de Direito da 13ª Vara Cível da Comarca de Fortaleza/CE, nos autos de AÇÃO ORDINÁRIA DE INDENIZAÇÃO POR DANOS MORAIS E MATERIAIS, proc. originário nº <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">0275391-92.2024.8.06.0001<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, que indeferiu o pedido formulado pela autora das benesses da justiça gratuita, nos seguintes termos: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">[…] Dessarte, INDEFIRO a concessão dos benefícios da justiça gratuita. À vista disso, INTIME-SE a parte requerente para, no prazo de 15 dias, promover o recolhimento das custas, que poderão ser parceladas em até 3x, devendo a primeira parcela ser paga, no mesmo prazo, sob pena de incidir no art. 290 do CPC, cancelamento na distribuição do feito e em consequência o indeferimento da inicial, nos termos dos arts. 321, § único e 485, inciso I, ambos do Código de Processo Civil. [... <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">] <span style="font-size: 12pt; font-

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	family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignada, a agravante interpôs o presente recurso, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">sustentando, em síntese, que não possui condição de arcar com as custas do processo, com o objetivo de que seja deferida a gratuidade da justiça em seu favor. Por fim, pugna pelo conhecimento e provimento do recurso, reformando-se a decisão vergastada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Liminar <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">de ID <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18011665 <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">deferindo a gratuidade da justiça até o julgamento do presente agravo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Contrarrazões <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">não foram apresentadas. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Agravo Interno <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">de ID <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">18881330 <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">contra a decisão que atribuiu efeito ativo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vieram-me os autos conclusos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. Decido. <span style="font-size: 13.999999999999998pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. JUÍZO DE ADMISSIBILIDADE <p style="line-height: 2.4; text-indent:

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	56.65pt; text-align: justify; margin-top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Coexistindo os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. MÉRITO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Considerando a natureza do provimento jurisdicional que se almeja com o presente recurso, inviável qualquer discussão acerca do mérito da causa, estando limitada à manutenção ou não da decisão agravada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De maneira breve, a agravante pleiteia pela gratuidade da justiça, pois alega que, atualmente, a condição financeira familiar se encontra prejudicada, em face de sua aposentadoria e de descontos ilegais praticados contra o seu PASEP – Programa de Formação do Patrimônio do Servidor Público. (ID 15890192 - PJE 2º GRAU). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em análise da espécie, observa-se que a juíza de 1º grau indeferiu a gratuidade requestada (ID 115972187 <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">- PJE 1º GRAU). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Entretanto, compulsando os autos, a agravante colacionou prova documental (ID 115972195, 115972199 e 115972200 - PJE 1º GRAU) demonstrando que faz jus ao benefício da gratuidade da justiça. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Os documentos acostados condizem com a ventilada situação de insuficiência de recursos da recorrente, sendo, portanto, suficiente para comprovar, nesse momento, a ausência de recursos para arcar com as custas processuais, sem colocar em risco o seu próprio sustento e o da sua família. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Desta feita, inexistem indícios suficientes para afastar a presunção de hipossuficiência econômica. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A gratuidade da justiça não deve ser concedida apenas àqueles em estado de miserabilidade de fato, até mesmo porque a lei de regência não exige comprovação da penúria de quem postula o benefício. A norma determina, tão somente, a demonstração de que a requerente não possui condições de arcar com as despesas do processo sem comprometer, ou modificar, a sua manutenção regular. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante desse cenário, o acervo probatório da agravante certifica que a parte faz jus ao benefício da justiça gratuita, conforme dispõe os arts. 98 e 99 do CPC: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 98. A pessoa natural ou jurídica, brasileira ou estrangeira, com insuficiência de recursos

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	para pagar as custas, as despesas processuais e os honorários advocatícios tem direito à gratuidade da justiça, na forma da lei. [...] <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 99. O pedido de gratuidade da justiça pode ser formulado na petição inicial, na contestação, na petição para ingresso de terceiro no processo ou em recurso. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Conforme lição do eminente Ministro do Supremo Tribunal Federal, Luiz Fux: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A gratuidade de justiça (ou “benefício da justiça gratuita”, como remotamente conhecida) torna acessível o Judiciário aos mais carentes, posto que os exonera de toda e qualquer despesa processual incompatível com a necessidade de subsistência do beneficiário. Em consequência, os beneficiários são liberados de todas as despesas e honorários, podendo eleger o profissional que pretendem para atuar em juízo em prol do exercício de munus tão dignificante. As leis processuais, por seu turno, encarregam-se de reforçar o benefício. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">(2024, p.90) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse sentido, destaca-se o entendimento desta Eg Corte em casos análogos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PROCESSO CIVIL. AGRAVO DE INSTRUMENTO. GRATUIDADE DA JUSTIÇA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PESSOA NATURAL. DECLARAÇÃO DE HIPOSSUFICIÊNCIA. PRESUNÇÃO RELATIVA DE VERACIDADE. DOCUMENTOS SUFICIENTES À DEMONSTRAÇÃO DA HIPOSSUFICIÊNCIA. DEFERIMENTO DO PLEITO CONFIGURADO. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RECURSO CONHECIDO E PROVIDO. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. A simples afirmação da pessoa natural se presume verdadeira, configurando presunção juris tantum capaz de afastar a necessidade de produção de prova de sua afirmação. Ocorre que, havendo nos autos elementos que infirmem a credibilidade da argumentação de insuficiência financeira, ou se houver indícios firmes de saúde econômica, o julgador está autorizado a indeferir o requerimento (art. 99, §2º) ou, a depender da situação, modular seus efeitos, restando-lhe vedado tomar tais providências sem antes conceder, ao requerente (pessoa natural), a oportunidade de comprovar a sua situação de miserabilidade, o que ocorreu na espécie. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Consoante assentado na ambiência jurisprudencial do STJ que para o deferimento da gratuidade de justiça, não pode o juiz se balizar apenas na remuneração auferida, no patrimônio imobiliário, na contratação de advogado particular pelo requerente (gratuidade de justiça difere de assistência judiciária), ou seja, apenas nas suas receitas. Imprescindível fazer o cotejo das condições econômico-financeiras com as despesas correntes utilizadas para preservar o sustento próprio e o da família. (AgRg no AREsp 257.029/RS, Rel. Ministro HERMAN BENJAMIN, SEGUNDA TURMA, julgado em 05/02/2013, DJe 15/02/2013). <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. No caso, comprovou a parte recorrente, servidora pública (professora), a percepção de aproximadamente R$ 2.100,00 (dois mil e cem reais) líquido (fls. 20 e seguintes do

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	processo de origem), circunstância esta que, a meu ver, somada à ausência de elementos probatórios outros nos autos que prostrem ao solo a presunção de hipossuficiência econômica suscitada, levam-me a entender pela necessidade de concessão da gratuidade da justiça, sobretudo considerando que o valor das custas no caso concreto corresponderia à totalidade do rendimento mensal da autora. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Recurso conhecido e provido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso e dar-lhe provimento, nos termos do voto do Relator. Fortaleza, 13 de novembro de 2024 FRANCISCO MAURO FERREIRA LIBERATO Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator (Agravo de Instrumento- 0636928-19.2024.8.06.0000, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 13/11/2024, data da publicação: 14/11/2024) (Destaquei) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO DE INSTRUMENTO. JUSTIÇA GRATUITA. PESSOA FÍSICA. PRESUNÇÃO DE VERACIDADE NÃO AFASTADA. DEFERIMENTO DO BENEFÍCIO. RECURSO PROVIDO. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Compulsando os autos, observa-se que os argumentos e os documentos trazidos à baila permitem formular um juízo de probabilidade acerca da existência do direito alegado pela agravante, sobretudo porque o Código de Processo Civil dispõe que a declaração de insuficiência deduzida pela pessoa natural presume-se verdadeira, podendo ser refutada se existir elementos em contrário nos autos. 2. In casu, a decisão combatida merece ser reformada, pois não constam dos autos elementos aptos a afastar a declaração de hipossuficiência deduzida pelo agravante. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. Assim, considera-se que o agravante faz jus ao benefício da justiça gratuita, sendo relevante destacar que não se faz necessário que a postulante se encontre em estado de penúria para fazer jus à benesse em comento. 4. Recurso conhecido e provido. ACÓRDÃO: Vistos, relatados e discutidos os presentes autos, acordam os membros da Primeira Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, à unanimidade de votos, em CONHECER do recurso para DAR-LHE provimento, nos termos do voto do Relator. Fortaleza, data e hora indicadas no sistema. DESEMBARGADOR FRANCISCO MAURO FERREIRA LIBERATO Presidente do Órgão Julgador/Relator (TJCE - Agravo de Instrumento - 0635004-41.2022.8.06.0000, Rel. Desembargador(a) FRANCISCO MAURO FERREIRA LIBERATO, 1ª Câmara Direito Privado, data do julgamento: 08/02/2023, data da publicação: 08/02/2023) (Destaquei) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Diante destes fatos trazidos à baila, coexistem a presença dos requisitos para o provimento do recurso, sobretudo ante o disposto no art. 99 § 3º do CPC, segundo o qual <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">"presume-se verdadeira a alegação de insuficiência deduzida exclusivamente por pessoa natural." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dessarte, a decisão objurgada é merecedora de reforma, com fito de que seja assegurado à agravante os benefícios da gratuidade da justiça. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. DISPOSITIVO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante do exposto, com base nas razões fáticas e jurídicas explicitadas, <span style="font-size: 12pt; font-family: Arial,sans-serif; color:

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	#000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHEÇO DO AGRAVO DE INSTRUMENTO PARA DAR-LHE PROVIMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, concedendo à agravante os benefícios da justiça gratuita, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">sem prejuízo de posterior revisão pelo juízo de origem<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, caso sobrevenham novos elementos fático-probatórios aptos a justificar a revogação do benefício. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO INTERNO PREJUDICADO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora EPL/AF

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Número de ordem	59
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Efeito Suspensivo a Recurso
Polo ativo	THIAGO FERNANDES RAMOS
Advogado(s) - Polo ativo	PATRICIA BEZERRA CAMPOS - (CE11150-A)
Polo passivo	MARIA DO SOCORRO BEZERRA MARQUES
Advogado(s) - Polo passivo	MARX NAIRO SOARES EVANGELISTA - (PI19102-A)
Terceiros	Não informado

Processo	3007583-06.2024.8.06.0000
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3007583-06.2024.8.06.0000 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DO PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO DE INSTRUMENTO em AÇÃO DE DESPEJO (proc. originário nº 0201501-10.2024.8.06.0070) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2ª VARA CÍVEL DA COMARCA DE CRATEÚS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVANTE: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">THIAGO FERNANDES RAMOS <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVADA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: MARIA DO SOCORRO BEZERRA MARQUES <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO JULGADOR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style:

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	normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: TERCEIRA CÂMARA DE DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO CIVIL. DIREITO PROCESSUAL CIVIL. AGRAVO DE INSTRUMENTO. LOCAÇÃO DE IMÓVEL. AÇÃO DE DESPEJO POR INADIMPLEMENTO. ENCARGOS LOCATÍCIOS NÃO PAGOS. CONTRATO SEM GARANTIA. LIMINAR DE DESOCUPAÇÃO MANTIDA. INTELIGÊNCIA DA LEI Nº 8.245/91. RECURSO CONHECIDO E NÃO PROVIDO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. Caso em Exame: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Agravo de instrumento interposto contra decisão que concedeu liminar de despejo em ação de despejo por falta de pagamento. O juízo de primeiro grau determinou a desocupação do imóvel no prazo de 15 dias, nos termos do art. 59, § 1º, IX, da Lei nº 8.245/1991. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. O agravante, locatário, sustenta estar em dia com o pagamento dos aluguéis e alega que o despejo prejudicará sua atividade comercial, uma funerária. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II. Questão em discussão: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Cinge-se a controvérsia recursal em verificar se a inadimplência de encargos acessórios da locação (IPTU) e a ausência de garantia locatícia no contrato justificam a concessão da liminar de despejo prevista no art. 59, § 1º, IX, da Lei nº 8.245/1991 <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. Razões de Decidir: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. O art. 59, § 1º, IX, da Lei nº 8.245/1991 prevê a concessão de liminar de despejo em casos de inadimplência do aluguel e de encargos acessórios, desde que o contrato não possua garantia locatícia. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color:

Processo	3007583-06.2024.8.06.0000
	transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. O agravante não demonstrou o pagamento do IPTU, encargo de sua responsabilidade conforme contrato, caracterizando inadimplência apta a justificar a medida. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. A inexistência de garantias contratuais inviabiliza a segurança do locador e reforça a necessidade de tutela imediata para garantir a posse do imóvel. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7. O fato de o imóvel abrigar uma funerária não impede a aplicação da norma locatícia, pois a legislação não distingue a destinação comercial na concessão da liminar. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">8. A jurisprudência é pacífica quanto à possibilidade de concessão de liminar de despejo quando preenchidos os requisitos legais, independentemente do ramo de atividade do locatário. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. Dispositivo e Tese: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">9. Agravo de instrumento não provido. Liminar de despejo mantida. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento: "A concessão de liminar de despejo, nos termos do art. 59, § 1º, IX, da Lei nº 8.245/1991, é cabível quando demonstrado o inadimplemento de encargos acessórios da locação e a inexistência de garantia contratual, independentemente da destinação do imóvel." <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dispositivos relevantes citados: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Lei nº 8.245/1991, art. 59, § 1º, IX <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Jurisprudência relevante citada: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TJCE, Apelação Cível nº 0244972-31.2020.8.06.0001, Rel. Des. Francisco Lucídio de Queiroz Júnior, 3ª Câmara Direito Privado, j. 12/03/2025, publ. 12/03/2025; TJCE, Agravo de Instrumento nº 0631000-87.2024.8.06.0000, Rel. Des. Marcos William Leite de Oliveira, 3ª Câmara Direito Privado, j. 06/11/2024, publ. 13/11/2024. <span style="font-size: 14pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal;

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	font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos esses autos, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHECER DO AGRAVO DE INSTRUMENTO PARA NEGAR-LHE PROVIMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, em conformidade com o voto da Relatora. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Desembargadora Relatora <span style="font-size: 14pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Agravo de Instrumento <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">i<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">nterposto por THIAGO FERNANDES RAMOS, objurgando decisão (ID 125156739), proferida pelo Juízo da 2ª Vara Cível da Comarca de Crateús que, nos autos da AÇÃO DE DESPEJO (proc. originário nº 0201501-10.2024.8.06.0070), deferiu a liminar de despejo, nos seguintes termos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">[…] I<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">sto posto, com fundamento no art. 59, § 1º, inc. IX, da Lei nº 8.245/91, DEFIRO A LIMINAR DE DESPEJO pleiteada pelo autor para que o requerido desocupe o imóvel objeto da demanda, no prazo de 15 (quinze) dias <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> [...] <p style="line-height: 2.4; text-indent: 56.65pt; text-align: justify; margin-

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	top: 0pt; margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignado, o agravante interpôs o presente recurso, sustentando, em síntese, não possuir reiterados atrasos no pagamento do aluguel, bem como, aduz que, por se tratar de funerária, o despejo afeta a clientela. Por fim, pugna pelo conhecimento e provimento do recurso, reformando-se a decisão vergastada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Decisão <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">de ID 17050092 indeferi o pedido suspensivo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Contrarrazões <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">não foram apresentadas. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vieram-me os autos conclusos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o relatório. Decido. <span style="font-size: 14pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">VOTO 1. JUÍZO DE ADMISSIBILIDADE <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Coexistindo os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> 2. MÉRITO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Cinge-se a controvérsia recursal em verificar o acerto ou desacerto da decisão que determinou o despejo do agravante do imóvel da agravada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">De maneira breve, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">observa-se que o cerne da questão reside em aferir se agiu corretamente o magistrado de primeiro grau ao deferir o pedido de liminar de despejo, por considerar demonstrados os requisitos legais para a caracterização da hipótese de

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	despejo imediato prevista no inciso IX do § 1º do art. 59 da Lei n. 8.245/1991 (com redação dada pela Lei n. 12.112/2009).<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Em análise do acervo probatório, depreende-se que, do contrato entabulado pelas partes, não há qualquer garantia pelo agravante. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Ademais, é de rigor registrar que, embora tenha comprovado o adimplemento dos aluguéis cobrados pela agravada, o agravante quedou-se inerte em demonstrar o pagamento do IPTU (acessório da locação), o qual era de sua responsabilidade pelo contrato firmado entre as partes, conforme id. 125156754 – PJE 1º GRAU. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Com essas premissas, o caso em apreciação comporta a aplicação do disposto no art. 59, § 1º, inc. IX da Lei nº 8.245/91, com redação dada pela Lei 12.112/09, legitimando a concessão da liminar de despejo, senão vejamos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 59. Com as modificações constantes deste capítulo, as ações de despejo terão o rito ordinário. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">§ 1º Conceder-se-á liminar para desocupação em quinze dias, independentemente da audiência da parte contrária e desde que prestada a caução no valor equivalente a três meses de aluguel, nas ações que tiverem por fundamento exclusivo: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">[...] <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IX - a falta de pagamento de aluguel e acessórios da locação no vencimento, estando o contrato desprovido de qualquer das garantias previstas no art. 37, por não ter sido contratada ou em caso de extinção ou pedido de exoneração dela, independentemente de motivo. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Sobre o tema, leciona Sylvio Capanema de Souza: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">"Essa talvez seja a mais debatida de todas as modificações introduzidas pela Lei nº 12.112/09, [...] O que foi agora incluído na lei é a possibilidade de se obter uma medida liminar em ação de despejo por falta de pagamento, não estando garantido o contrato. Nada mais justo e necessário. A demora na entrega da prestação jurisdicional, para o desalijo do locatário, representaria irrecuperável prejuízo para o locador, desprovido de qualquer garantia. Nem se diga que o locador poderia, após o despejo, cobrar do locatário, pela via da execução por título extrajudicial. Mas a experiência do mercado nos revela que, nestes casos, são remotíssimas as probabilidades de realização do crédito. A única esperança para o locador de, pelo menos, reduzir seu prejuízo é abreviar a desocupação do imóvel, o que se obtém através da liminar. Esta é a <span style="font-size:

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	11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ratio essendi <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">da nova disposição legal." (In: A Lei do inquilinato comentada artigo por artigo. 10ª ed. rev., atual. e ampl. Rio de Janeiro: Forense, 2017, p. 289) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse sentido, colaciona-se o entendimento jurisprudencial desta Corte Estadual: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Direito Civil e Processual Civil. Apelação Cível. Despejo por falta de pagamento. Locação verbal. Prova testemunhal que comprova a relação locatícia. Ilegitimidade ativa afastada. Despejo em razão da inadimplência. Recurso conhecido e desprovido. I. Caso em exame 1. Apelação Cível interposta contra sentença que decretou a rescisão contratual e o despejo em ação de despejo c/c cobrança de aluguel. A decisão recorrida reconheceu a relação locatícia mesmo sem contrato escrito, baseando-se na prova testemunhal e nas cobranças registradas. II. Questão em discussão 2. A questão em discussão consiste em (I) verificar a legitimidade ativa da autora para propor a ação de despejo; (II) examinar se a autora comprovou a existência da locação verbal. III. Razões de decidir 3. Preliminar de ilegitimidade ativa afastada. Nas ações de despejo, o locador não precisa ser o proprietário do imóvel, bastando possuir a posse e disponibilidade sobre o bem, conforme precedentes do STJ e TJ/CE. A autora demonstrou sua posse e a relação locatícia, conforme arcabouço probatório. 4. A sentença corretamente aplicou os efeitos materiais da revelia, considerando o ônus processual da parte autora e as provas apresentadas. Foi comprovada a existência de uma relação locatícia verbal entre as partes, confirmada por prova testemunhal e pelas mensagens de pedidos de pagamento dos aluguéis atrasados. 5. Os apelantes não comprovaram a quitação dos aluguéis indicados, não se desincumbindo do ônus probatório previsto no art. 373, II, do CPC. Configurada a inadimplência, é possível o despejo do locatário, na forma do art. 9º, III, e do art. 47, I, ambos da Lei nº 8.245/1991. IV. Dispositivo e tese 6. Recurso conhecido e não provido. Tese de julgamento: ¿A confirmação da relação locatícia verbal por prova testemunhal e a ausência de comprovação de quitação dos aluguéis autoriza a rescisão contratual e o despejo dos locatários inadimplentes.¿ _____ Dispositivos relevantes citados: CPC/2015, art. 373, I e II; Lei nº 8.245/1991, art. 9º, III; art. 47, I. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade em CONHECER DO RECURSO PARA NEGAR-LHE PROVIMENTO, nos termos do voto do relator, parte integrante deste. Fortaleza, data registrada no sistema. CLEIDE ALVES DE AGUIAR Desembargadora Presidente do Órgão Julgador FRANCISCO LUCÍDIO DE QUEIROZ JUNIOR Desembargador Relator (Apelação Cível - 0244972-31.2020.8.06.0001, Rel. Desembargador(a) FRANCISCO LUCÍDIO DE QUEIROZ JÚNIOR, 3ª Câmara Direito Privado, data do julgamento: 12/03/2025, data da publicação: 12/03/2025) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DIREITO CIVIL E PROCESSUAL CIVIL. AGRAVO DE INSTRUMENTO. AÇÃO DE DESPEJO POR FALTA DE PAGAMENTO. LIMINAR PARA DESOCUPAÇÃO DE IMÓVEL. EXIGÊNCIA DE CAUÇÃO DISPENSADA. RECURSO PROVIDO. I. CASO EM EXAME 1. Agravo de instrumento interposto contra decisão interlocutória da 38ª Vara Cível de Fortaleza que, em ação de despejo, concedeu liminar para desocupação voluntária do imóvel, exigindo caução real equivalente a três meses de aluguel conforme o art. 59, §1º da Lei nº 12.112/2009. A parte promovente pleiteia a dispensa da caução, argumentando que o valor do débito da locatária supera o montante exigido para a caução, sendo, portanto, desnecessário o depósito. II. QUESTÃO EM DISCUSSÃO 2. A questão em discussão consiste em analisar a possibilidade de dispensar a exigência de caução real para a concessão de liminar de despejo, tendo em vista o inadimplemento substancial do locatário e o valor da dívida que supera o montante de três meses de aluguel. III. RAZÕES DE DECIDIR 3. O art. 59, §1º, inciso IX, da Lei de Locações permite a concessão de liminar de desocupação em 15 dias sem a audiência do locatário, desde que

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	prestada a caução, salvo quando já existe garantia contratual suficiente para cobrir o débito. 4. Em análise dos autos, verifica-se que a exigência de caução, mesmo fundamentada na proteção ao locatário contra despejos injustos, pode ser desconsiderada em casos de inadimplemento prolongado que superem o valor da caução exigida. 5. A jurisprudência deste Tribunal de Justiça é pacífica quanto à possibilidade de dispensa da caução para garantir a desocupação do imóvel quando o valor do débito acumulado pelo locatário torna a caução excessivamente onerosa e desnecessária, visando preservar o equilíbrio da relação locatícia. IV. DISPOSITIVO E TESE 6. Agravo de instrumento provido para deferir a dispensa da caução, determinando a continuidade do procedimento de desocupação conforme o pedido inicial. Tese de julgamento: ¿É possível a dispensa da caução em ações de despejo com inadimplemento substancial do locatário, quando o valor da dívida supera o montante equivalente a três meses de aluguel¿. _____ Dispositivos relevantes citados*: Lei nº 8.245/1991, art. 59, §1º, IX; Código de Processo Civil, art. 300. Jurisprudência relevante citada: TJCE, Agravo de Instrumento nº 0621669-81.2024.8.06.0000, Rel. Des. José Ricardo Vidal Patrocínio, 1ª Câmara Direito Privado, j. 10/07/2024. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em CONHECER e DAR PROVIMENTO ao agravo de instrumento interposto, nos termos do voto do relator. Fortaleza, data e hora da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR MARCOS WILLIAM LEITE DE OLIVEIRA Relator (Agravo de Instrumento - 0631000-87.2024.8.06.0000, Rel. Desembargador(a) MARCOS WILLIAM LEITE DE OLIVEIRA, 3ª Câmara Direito Privado, data do julgamento: 06/11/2024, data da publicação: 13/11/2024) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dessarte, coexistindo os requisitos do art. 59, § 1º, inc. IX, da Lei nº 8.245/91, com redação dada pela Lei 12.112/09, impõe-se a manutenção da liminar concedida pelo juiz <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">de piso<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. DISPOSITIVO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante de todo o exposto, hei por bem <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CONHECER DO AGRAVO DE INSTRUMENTO E NEGAR-LHE PROVIMENTO, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">mantendo inalterado o <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">decisum <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">vergastado. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Custas ao final pelo vencido. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color:

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	#000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Fortaleza, data e hora da assinatura digital. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Desembargadora-Relatora

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Número de ordem	60
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Serviços Hospitalares
Polo ativo	UNIMED DE FORTALEZA COOPERATIVA DE TRABALHO MEDICO LTDA
Advogado(s) - Polo ativo	DAVID SOMBRA PEIXOTO - (CE16477-A) LUIZA GADELHA BRUNO - (CE38695)
Polo passivo	NUBIA COLARES OLIVEIRA
Advogado(s) - Polo passivo	RENATA COSTA FARIAS SIMEAO - (CE16613-A) DANIEL BRAGA ALBUQUERQUE - (CE28282-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> ESTADO DO CEARÁ PODER JUDICIÁRIO TRIBUNAL DE JUSTIÇA GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 0236942-36.2022.8.06.0001 TIPO DO PROCESSO e TIPO DE AÇÃO: APELAÇÃO CÍVEL ORIGEM: 4ª VARA CÍVEL DA COMARCA DE FORTALEZA – CEARÁ APELANTE: UNIMED FORTALEZA SOCIEDADE COOPERATIVA MÉDICA LTDA. APELADOS: HERDEIROS DE NÚBIA COLARES OLIVEIRA ÓRGÃO JULGADOR: TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESA. CLEIDE ALVES DE AGUIAR <p style="line-height: 200%; margin-left: 4cm; margin-bottom: 0cm;

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	background: transparent; break-before: auto;" align="justify"> EMENTA: DIREITO DO CONSUMIDOR E PROCESSUAL CIVIL. APELAÇÃO CÍVEL. PLANO DE SAÚDE. DESCUMPRIMENTO DE TUTELA ANTECIPADA. MULTA COMINATÓRIA. MORTE DA AUTORA. TRANSMISSÃO DO CRÉDITO AOS HERDEIROS. RECURSO DESPROVIDO. I. CASO EM EXAME 1. Recurso de apelação interposto por operadora de plano de saúde contra sentença que julgou procedente ação de obrigação de fazer, confirmando tutela antecipada e condenando a ré ao pagamento de multa por descumprimento de decisão judicial. 2. A parte autora, falecida no curso da demanda, havia obtido tutela antecipatória para continuidade de sessões de fisioterapia e fonoaudiologia, indevidamente suspensas pelo plano. A operadora realizou apenas depósito judicial parcial dos valores, sem restabelecer integralmente os serviços. II. QUESTÃO EM DISCUSSÃO 3. Há duas questões em discussão: (i) saber se a operadora de saúde cumpriu a contento a decisão judicial antecipatória, afastando a aplicação de astreintes; e (ii) saber se a multa cominatória é transmissível aos herdeiros da autora após seu falecimento.

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	III. RAZÕES DE DECIDIR 4. A comprovação de cumprimento da liminar depende do restabelecimento efetivo do serviço, o que não ocorreu. O depósito parcial de valores não supre a obrigação de fazer determinada. 5. A multa cominatória possui natureza patrimonial, sendo transmissível ao espólio ou aos herdeiros da parte falecida, conforme orientação pacífica do STJ. 6. Persistindo o descumprimento da tutela, mantém-se a imposição da penalidade, observando-se os limites da razoabilidade e proporcionalidade. IV. DISPOSITIVO E TESE 7. Recurso conhecido e desprovido. Sentença mantida. Tese de julgamento :“1. A multa cominatória imposta por descumprimento de obrigação de fazer é transmissível aos herdeiros, por possuir natureza patrimonial. 2. O depósito parcial de valores não configura cumprimento de obrigação que <span style="font-variant-numeric:

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	normal; font-variant-east-asian: normal; font-variant-alternates: normal; font-variant-position: normal; font-variant-emoji: normal;"> determinou o retorno d o custeio das sessões de fisioterapia e fonoaudiologia da autora. ” _____ Dispositivos relevantes citados: CF/1988, art. 5º, XXXV e art. 230; CPC, arts. 43, 110, 112, 300 e 537; CC, arts. 421 e 422. Jurisprudência relevante citada: STJ, REsp 1.722.666/RJ, Rel. Min. Ricardo Villas Bôas Cueva, 3ª T., j. 27.11.2018; STJ, REsp 1.532.943/SP, Rel. Min. Og Fernandes, 2ª T., j. 09.08.2016; TJCE, AI nº 0621504-34.2024.8.06.0000, Rel. Des. Paulo de Tarso Pires Nogueira, 3ª CDP, j. 11.12.2024. ACÓRDÃO Vistos, relatados e discutidos estes autos, ACORDA a T URMA JULGADORA DA TERCEIRA CÂMARA DIREITO P RIVADO DO TRIBUNAL DE JUSTIÇA DO ESTADO DO CEARÁ

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	, por UNANIMIDADE , em CONHECER DO RECURSO APELATÓRIO PARA NEGAR P ROVIMENTO, nos termos do voto da Relatora. Fortaleza, data e hora informadas pelo sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADORA CLEIDE ALVES D E AGUIAR R elatora RELATÓRI O Consta, para relatório, que a promovida UNIMED FORTALEZA SOCIEDADE COOPERATIVA MÉDICA LTDA interpôs o presente Recurso de Apelação visando reformar a sentença proferida nos autos da Ação de Obrigação de Fazer, ajuizada por NÚBIA COLARES OLIVEIRA contra UNIMED FORTALEZA SOCIEDADE COOPERATIVA MÉDICA LTDA. Na sentença, o juízo de primeiro grau decidiu por julgar procedente o pedido formulado pela autora, confirmando a tutela antecipada e condenando a ré ao pagamento de multa por descumprimento da tutela antecipatória. Inconformada, a parte recorrente alega que cumpriu tempestivamente a decisão liminar, não havendo motivo para a aplicação da multa por descumprimento. Alega que, ao ser intimada da decisão, realizou o depósito judicial dos valores necessários para custear as sessões de fonoaudiologia e fisioterapia domiciliar, conforme determinado. Argumenta que o julgamento de procedência, mesmo após comprovação do cumprimento da liminar, se mostra desarrazoado. Sustenta que a recorrida não provou o descumprimento de forma concreta através de documentos que evidenciem a falta da Promovida no cumprimento da obrigação. Invoca jurisprudências e o disposto no artigo 537 do Código de Processo Civil, que permite ao juiz modificar ou excluir o valor da multa em casos de excessividade. Pediu, ao final, a reforma da sentença para reconhecer o cumprimento da liminar e, caso se entenda pelo descumprimento, que a multa seja reduzida, considerando a

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	impossibilidade de sua execução por terceiros, visto o falecimento da autora. Nas contrarrazões, a parte recorrida, representada pelos herdeiros da autora, alega que há elementos claros nos autos que demonstram o descumprimento da decisão judicial pela recorrente, ressaltando que a assistência domiciliar não foi restabelecida de forma tempestiva, obrigando a parte autora a ingressar com pedidos sucessivos de cumprimento. Argumenta que a alegação da recorrente de dificuldades operacionais não pode influir na relativização do fornecimento de serviços médicos essenciais. Refuta a alegação de multa desproporcional, apontando o entendimento consolidado do Superior Tribunal de Justiça de que multas podem ser revistas apenas em casos de valores exorbitantes, o que não se verifica no presente caso. Afirma que o recurso da recorrente se caracteriza como meramente protelatório, agindo em afronta ao princípio da boa-fé processual. Pede, ao final, o não provimento do recurso e a majoração dos honorários advocatícios para 20% sobre o valor da condenação. É o relatório. Fundamento e decido . VOTO 1. Admissibilidade: Presentes os pressupostos que autorizam a admissibilidade do recurso apelatório, recebo-o e passo a apreciá-lo nos termos do CPC. 2. Mérito: Ab initio, cumpre esclarecer que a morte da parte no curso do processo não acarreta, por si só, a extinção do feito, tampouco obsta, de modo automático, o conhecimento de recurso interposto. Ao contrário, a legislação processual civil contempla mecanismos de substituição e sucessão processual (CPC, art. 110), de modo a garantir a inafastabilidade da jurisdição (CF, art. 5º, XXXV) e a efetividade do processo, especialmente quando persistirem efeitos patrimoniais decorrentes da demanda. No caso dos autos, cuida-se de ação ajuizada por pessoa falecida no curso do processo, cujo objeto envolvia a prestação de serviço de saúde domiciliar (home care), e cuja apelação busca, entre outros pontos, a revisão da imposição de multa cominatória (astreintes), eventualmente devidas pela parte adversa em razão de descumprimento de decisão judicial. <span

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	style="color: #000000;"> É necessário reconhecer que o prosseguimento do feito e o conhecimento da apelação, ainda após o falecimento da autora, se justificam pela subsistência de interesse jurídico-patrimonial na demanda, especialmente no tocante à apuração e liquidação de valores relativos às astreintes. Tais verbas possuem natureza patrimonial e transmissível, integrando, por conseguinte, o espólio ou os direitos sucessórios dos herdeiros, nos moldes do art. 43 do Código de Processo Civil, cuja redação preceitua “ Ocorrendo a morte de qualquer das partes, dar-se-á a sucessão pelo seu espólio ou pelos seus herdeiros e sucessores, observado o disposto no art. 110.” O STJ reconhece que a multa cominatória (astreinte), ainda que tenha origem em obrigação personalíssima, é uma consequência autônoma do descumprimento de decisão judicial e integra o patrimônio do credor. Portanto, ela é transmissível aos herdeiros ou ao espólio, conforme jurisprudência firme (vide: REsp 1.722.666/RJ (Min. Ricardo Villas Bôas Cueva), REsp 1.532.943/SP (Min. Og Fernandes) e REsp 1.906.319/MG (Min. Herman Benjamin). Destarte, considerando-se que a multa cominatória ostenta a finalidade de compelir o devedor ao cumprimento de obrigação judicial, sem prejuízo de seu caráter patrimonial, e sendo passível de conversão em quantia certa em favor da parte credora, deve-se reconhecer a legitimidade dos sucessores para prosseguir no feito, inclusive com a regularização de sua representação processual, de modo a permitir o conhecimento do recurso interposto. Em arremate, é admissível o prosseguimento do recurso interposto em nome da parte falecida quando o feito envolve interesses patrimoniais transmissíveis aos sucessores, notadamente no tocante à apuração de astreintes oriundas de decisão judicial descumprida, porquanto subsiste o interesse recursal, devendo-se oportunizar a regularização da representação processual na forma do art. 112 do Código de Processo Civil. C inge-se a controvérsia em analisar o Recurso Apelatório interposto contra sentença que decidiu por julgar procedente o pedido formulado pela autora, falecida no decorrer da demanda , confirmando a tutela antecipada e condenando a ré ao pagamento de multa por descumprimento da tutela antecipatória. No uso da prerrogativa recursal que confere ao s apelante s a possibilidade de re exame amplo de ato judicial vergastado por outra composição, levo o feito ao colegiado . A seguir, enfrento os pleitos contidos no recurso.

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	C onsta que a operadora de saúde retirou o custeio das sessões de fisioterapia e fonoaudiologia que dispensava à autora, ainda em vida, desde de 18/05/2018, alegando justificativa completamente sem sentido relacionada ao serviço, ainda que a paciente apresentasse prescrição médica para os tratamentos. Em sede de tutela (Id. 19538223) foi deferido o que segue: "[...] Ante o exposto, amparado nas motivações e fundamentos jurídicos acima declinados, hei por bem: a) conceder a tutela de urgência em caráter antecedente, nos termos do art. 300 do Novo Código de Processo Civil, a fim de determinar ao plano de saúde promovido que continue fornecendo à parte autora, nos exatos termos do que já acontecia, os serviços de fonoaudiologia e fisioterapia (respiratória e motora) enquanto o seu quadro clínico se mantiver inalterado, sob pena de pagamento de multa pecuniária diária no montante de R$ 2.000,00 (dois mil reais), até o valor total de R$ 100.000,00 (cem mil reais).[...]" No Id. 19538423 consta petição informando que o Plano de Saúde, após liminar, não cumpriu na íntegra com a determinação judicial, uma vez que não forneceu os serviços deferidos e, sim, realizou depósito judicial dos valores das consultas elencadas na Petição Inicial, justificando que assim “ dar ia cumprimento tempestivo e efetivo à decisão judicial.” No id. 19538429 consta nova petição da autora solicitando o cumprimento da tutela de urgência. No Id. 19538430/19538434 consta decisão em sede de Agravo de Instrumento negando efeito suspensivo à decisão de tutela prolatada pelo juízo a quo. No Id. 19538437 consta nova determinação judicial a fim de compelir a promovida a cumprir as decisões judiciais. A conduta da operadora de saúde, ao suspender abruptamente, em meados de 2022, o custeio integral das sessões de fisioterapia e fonoaudiologia que vinha fornecendo desde 2018 à autora, à época, pessoa superidosa, sem qualquer alteração contratual ou mudança no quadro clínico, configura violação flagrante dos princípios da boa-fé objetiva e da função social do contrato, conforme estabelecido nos artigos 421 e 422 do Código Civil. A atitude revela crítico desrespeito à confiança legítima depositada pela beneficiária na continuidade do tratamento essencial à sua saúde e bem-estar. E, bem pior, procedeu a promovida, porquanto após deferimento de tutela de urgência, cujo cerne determinou o retorno do custeio das sessões de fisioterapia e fonoaudiologia, a mesma procedeu ao depósito do valor de limitadas sessões <span

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	style="color: #000000;"> , em desacordo com a prescrição médica e em afronta à decisão liminar que determinava o fornecimento integral do tratamento, f ato que evidencia o descumprimento deliberado de ordem judicial. A prática compromete a eficácia da tutela jurisdicional e agrava a vulnerabilidade da autora, em contrariedade ao disposto no artigo 230 da Constituição Federal, que impõe ao Estado e à sociedade o dever de amparar as pessoas idosas, assegurando-lhes o direito à vida e à saúde. Ademais, o artigo 536, §1º, do Código de Processo Civil, autoriza expressamente a imposição de multa diária (astreintes) como meio coercitivo para o cumprimento de obrigações de fazer ou não fazer. E m análise do caso, convenço-me, com base nas diversas evidências constantes nos autos, de que a promovida não comprovou o cumprimento da tutela de urgência deferida pelo juiz de origem. Assim, não há nada a ser reformado na sentença. Trago jurisprudência para fundamentar o decisum: Ementa: AGRAVO DE INSTRUMENTO. ASTREINTES. CARÁTER PATRIMONIAL. TRANSMISSÍVEL AOS HERDEIROS. ENTENDIMENTO DA CORTE SUPERIOR. VALOR FIXADO EM ATENÇÃO AOS PRINCÍPIOS DA RAZOABILIDADE E PROPORCIONALIDADE. RECURSO CONHECIDO E DESPROVIDO. 1. A controvérsia recursal cinge-se em analisar se os herdeiros do autor falecido possuem legitimidade para postular o pagamento das astreintes aplicadas à operadora de saúde. 2. Sobre o assunto, necessário se faz distinguir a obrigação de fazer principal de eventuais obrigações de pagar que surjam no decorrer do processo. A morte da parte autora afeta apenas a obrigação de fazer, reconhecida como obrigação de natureza personalíssima e específica ao quadro do paciente. As obrigações de pagar, por sua vez, possuem caráter patrimonial e não se limitam às particularidades da condição clínica da parte autora, perdurando para além da morte. 3. Em razão da natureza patrimonial, integram o acervo hereditário do falecido e são transmissíveis aos herdeiros, caracterizando-se como um crédito patrimonial transmissível, sendo este o entendimento do colendo Superior Tribunal de Justiça . 4. De certo, como as astreintes desempenham um duplo papel, tanto de coerção do devedor para que cumpra sua obrigação, como de compensação ao exequente pela demora no cumprimento dessa obrigação, se perdessem o caráter transmissível, o próprio instrumento processual restaria prejudicado de eficácia. 5. Se acolhida a argumentação de intransmissibilidade do crédito, a multa diária perderia sua força coercitiva, especialmente em casos onde o beneficiário da tutela antecipada apresentasse um quadro clínico grave ou terminal. Nesses casos, o réu poderia descumprir a decisão judicial e aguardar o falecimento do postulante, certo de que não arcaria com os custos da desobediência à determinação judicial, beneficiando-se de sua própria torpeza. 6. Portanto, ante ao caráter patrimonial da multa e diante da

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	necessidade de manutenção do seu poder coercitivo, conclui-se que a parte agravada é legítima para percebimento dos valores postulados. 7. Além disso, apesar da decisão que arbitra astreintes, instrumento de coerção indireta ao cumprimento do julgado, não fazer coisa julgada material, podendo, por isso, ser modificada, a requerimento da parte ou de ofício, seja para aumentar ou diminuir o valor da multa, não há de se falar, no presente caso, em excesso de execução, tendo o valor fixado guardado íntima relação com os princípios da proporcionalidade e razoabilidade, tendo o executado passado mais de um ano sem cumprir com a obrigação imposta e sendo flagrante os reiterados descumprimentos de determinação judicial. 8. É indiscutível o cabimento do arbitramento da pena de astreinte para evitar descumprimento da decisão judicial, nos moldes do art. 537 do CPC, sendo forçoso reconhecer que o objetivo da sanção pecuniária imposta, em se tratando de obrigação de fazer, não é penalizar a parte que deve cumprir a ordem, mas sim imprimir efetividade à decisão. Alguns critérios e parâmetros são descritos pelo STJ para a fixação das astreintes. 9. Portanto, respeitados os critérios e os parâmetros da Corte Superior, não há razão para reforma da decisão objurgada. 10. Recurso conhecido e desprovido. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para NEGAR-LHE PROVIMENTO, em conformidade com o voto do eminente Relator. Fortaleza, data indicada no sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador DESEMBARGADOR PAULO DE TARSO PIRES NOGUEIRA Relator (TJCE, Agravo de Instrumento, nº 0621504-34.2024.8.06.0000, Rel. Des. Paulo de Tarso Pires Nogueira, 3ª Câmara Direito Privado, j. 11/12/2024.) Logo, por todo o exposto, conheço do Recurso Apelatório para negar provimento, mantendo a sentença de Primeiro Grau, devendo o valor da multa ser apurado em fase de liquidação de sentença e creditada em favor do espólio de NÚBIA COLARES OLIVEIRA, à qual deve rá ser regularmente aberto por ser matéria de ordem públic a. M ajor o os honorários advocatícios sucumbenciais em 3% do valor arbitrado na origem diante do resultado do julgamento. É COMO VOTO. Fortaleza, data e hora informadas pelo sistema.

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR NÚMERO ÚNICO: 3003469-05.2024.8.06.0071 TIPO DO PROCESSO: APELAÇÃO CÍVEL EM AÇÃO DE BUSCA E APREENSÃO ORIGEM : 1ª VARA CÍVEL DA COMARCA DE CRATO APELANTE: ADMINISTRADORA DE CONSORCIO NACIONAL HONDA LTDA. APELADA: FLABELA HANNA DA SILVA ÓRGÃO JULGADOR : TERCEIRA CÂMARA DE DIREITO PRIVADO RELATORA: DESA. CLEIDE ALVES DE AGUIAR EMENTA: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL EM AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. SENTENÇA DE EXTINÇÃO DO FEITO COM ESTEIO NO ART. 485, IV, CPC. AUSÊNCIA DE RECOLHIMENTO DAS CUSTAS DE DILIGÊNCIA DO OFICIAL DE JUSTIÇA. AFERIÇÃO DA FALTA DE PRESSUPOSTO DE CONSTITUIÇÃO E DE DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. RECURSO CONHECIDO E DESPROVIDO. DECISÃO MANTIDA. I – CASO EM EXAME 01. Trata-se de Apelação Cível interposta por Administradora de Consorcio Nacional Honda Ltda., em face de sentença (ID 18617180) proferida pelo MM. Juiz da 1ª Vara Cível da

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	Comarca de Crato, que cancelou a distribuição e extinguiu o feito, sem resolução de mérito, nos termos do art. 485, IV, do CPC, em face da ausência de pressuposto de constituição e desenvolvimento válido do processo. II – QUESTÃO EM DISCUSSÃO 02. Cinge-se a controvérsia recursal em aferir a higidez da sentença que extinguiu o feito, sem resolução de mérito, nos termos do art. 485, IV, do CPC, em face da ausência de pressuposto de constituição e desenvolvimento válido do processo, ante a ausência do recolhimento das custas de diligência de oficial de justiça. III – RAZÕES DE DECIDIR 03. Verifica-se que o causídico da apelante foi intimado via DJE (ID 18617171), para efetuar o pagamento das custas e despesas de ingresso, inclusive custas de diligência do oficial de justiça, sob pena de cancelamento da distribuição, no entanto, limitou-se a comprovar apenas o pagamento das custas de ingresso. 04. O artigo 10 da Lei Estadual nº 15.834/2015 c/c subitem X da Tabela III do seu Anexo Único, que dispõe sobre as despesas processuais devidas ao Estado do Ceará, por sua vez, prevê que está “dentre as custas essenciais ao seguimento do feito as concernentes ao cumprimento de diligências pelo Oficial de Justiça”. 05. Considerando que, in casu, foi realizada a intimação da apelante, por meio do seu causídico, para efetuar o pagamento das custas de diligência de oficial de justiça, havendo transcorrido in albis o prazo concedido, a extinção do processo sem resolução do mérito é medida que se impõe, em razão da falta de pressupostos de constituição e de desenvolvimento válido e regular do processo, nos termos do 485, inc. IV, do CPC/15. IV – DISPOSITIVO 06. R ecurso conhecido e desprovido. Sentença mantida. <p class="EmentadoAcrdo" style="text-align: center; line-height: 150%; background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;" align="center"> <p class="EmentadoAcrdo" style="text-align: center; line-height: 150%; background-image: initial; background-position: initial; background-size: initial; background-repeat: initial; background-attachment: initial; background-origin: initial; background-clip: initial;" align="center"> ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, em, por unanimidade dos votos, conhecer do Recurso de Apelação, para negar-lhe provimento, nos termos do voto da eminente Relatora. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador

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	DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora RELATÓRIO Trata-se de Apelação Cível interposta por Administradora de Consorcio Nacional Honda Ltda., em face de sentença (ID 18617180) proferida pelo MM. Juiz da 1ª Vara Cível da Comarca de Crato, que cancelou a distribuição e extinguiu o feito, sem resolução de mérito, nos termos do art. 485, IV, do CPC, em face da ausência de pressuposto de constituição e desenvolvimento válido do processo. Irresignada, a promovente interpôs o presente recurso, requerendo a reforma da sentença e o prosseguimento do feito na origem, sob o argumento de que a decisão do Magistrado a quo que extinguiu o feito não merece prosperar, visto sua desproporcionalidade e injusta compreensão da legislação que abrange o instituto da alienação fiduciária. Defende que recolheu prontamente as custas iniciais, razão pela qual demonstra-se a extinção do processo por ausência de custas para cumprimento de diligências, que deveria ocasionar no máximo o indeferimento da diligência pleiteada, e não a extinção da ação. Por fim, requer a reforma da sentença. Sem contrarrazões. É o relatório. Passo à decisão. VOTO Presentes os pressupostos que autorizam a admissibilidade do recurso, recebo-o e passo a apreciá-lo. Cinge-se a controvérsia recursal em aferir a higidez da sentença que extinguiu o feito, sem resolução de mérito, nos termos do art. 485, IV, do CPC, em face da ausência de pressuposto de constituição e desenvolvimento válido do processo, ante a ausência do recolhimento das custas de diligência de oficial de justiça Conforme relatado, a apelante pugna pela anulação da sentença, argumentando que a extinção se demonstrou desproporcional, visto que a ausência de custas para cumprimento de diligências deveria ocasionar no indeferimento da diligência pleiteada, e não a extinção da ação. Verifica-se que o causídico da apelante foi intimado via DJE (ID 18617171), para efetuar o pagamento das custas e despesas de ingresso, inclusive custas de diligência do oficial de justiça, sob pena de cancelamento da distribuição, no entanto, limitou-se a comprovar apenas o pagamento das custas de ingresso. Desse modo, a promovente deixou de efetuar o pagamento das custas referente às diligências de Oficial de Justiça, restando delineada a ausência de pressupostos de constituição e de desenvolvimento válido e regular do processo (art. 485, IV, CPC), conforme fundamentada a sentença de origem. Pois bem, nos termos do artigo 82 do Código de Processo Civil/15, “incumbe às partes prover as despesas dos atos que realizarem ou requererem no

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	processo, antecipando-lhes o pagamento, desde o início até a sentença final ou, na execução, até a plena satisfação do direito reconhecido no título.” O artigo 10 da Lei Estadual nº 15.834/2015 c/c subitem X da Tabela III do seu Anexo Único, que dispõe sobre as despesas processuais devidas ao Estado do Ceará, por sua vez, prevê que está “dentre as custas essenciais ao seguimento do feito as concernentes ao cumprimento de diligências pelo Oficial de Justiça”. Nesse contexto, o entendimento assente desta eg. Corte é no sentido de que o recolhimento das custas das diligências pelo Oficial de Justiça constitui pressuposto de constituição e de desenvolvimento regular do processo, cuja extinção do feito em razão da ausência do seu cumprimento, com fulcro no art. 485, inc. IV, do CPC15, que prescinde da intimação prévia pessoal do autor, senão: APELAÇÃO CÍVEL EM AÇÃO DE BUSCA E APREENSÃO EM ALIENAÇÃO FIDUCIÁRIA. INSURGÊNCIA CONTRA SENTENÇA QUE EXTINGUIU O FEITO SEM RESOLUÇÃO DO MÉRITO POR AUSÊNCIA DE PRESSUPOSTO DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO DO PROCESSO. AUTOR/APELANTE QUE NÃO SE DESINCUMBIU DO ÔNUS DE RECOLHER AS CUSTAS PARA DILIGÊNCIA DO OFICIAL DE JUSTIÇA, INVIABILIZANDO A CONCRETIZAÇÃO DA CITAÇÃO E DA MEDIDA LIMINAR DE BUSCA E APREENSÃO DO VEÍCULO. EXTINÇÃO FUNDADA NO ART. 485, IV, DO CPC. DESNECESSIDADE DE INTIMAÇÃO PESSOAL DA PARTE AUTORA. RECURSO DESPROVIDO. 1. O presente recurso configura insurgência contra o decisum de Primeiro Grau que extinguiu a ação de busca e apreensão imaginária sem resolução do mérito por ausência de pressuposto para o desenvolvimento válido do processo. O cerne da controvérsia consiste em verificar se a ausência de recolhimento tempestivo das custas da diligência do oficial de justiça, para fins de citação da parte promovida e concretização da medida liminar de busca e apreensão, implica em extinção do feito sem resolução do mérito, com fulcro no art. 485, IV do CPC. 2. Consoante sólidos precedentes da jurisprudência pátria, inclusive deste Tribunal, a ausência de recolhimento das despesas referentes à diligência do Oficial de Justiça constitui um pressuposto processual necessário à constituição e ao desenvolvimento válido e regular do processo, uma vez que se faz indispensável para a citação válida do réu. 3. No presente caso, verifica-se que o Apelante foi devidamente instado a recolher as custas do Oficial de Justiça sob pena de extinção do feito fundada no art. 485, IV, do CPC (despacho de fl. 122), uma vez que, inobstante haver apontado novo endereço para tentativa de citação e concretização da medida liminar, deixou de recolher as sobreditas custas. Porém, o Recorrente deixou transcorrer o prazo para atendimento da determinação sem qualquer manifestação ou justificativa para o seu descumprimento, vindo a efetuar o recolhimento das custas apenas no dia 03/05/2024 (certidão e comprovante às fls. 137 e 145), ou seja, após a data em que a sentença foi liberada nos autos. 4. Os princípios da celeridade e da economia processual, ou, igualmente, da primazia da decisão de mérito, não possuem o condão de assegurar a paralisação do trâmite processual de forma indefinida, deixando ao alvedrio da parte o prosseguimento da demanda. É dever da parte atender às determinações judiciais e os prazos processuais de forma cooperativa e tempestiva, para que se evitem a má utilização do instrumento processual e a ocorrência de distorções em seu interior. 5. A inércia do Autor em promover o recolhimento das custas com Oficial de Justiça implicou na ausência de citação, o que impõe a extinção do processo sem resolução do mérito, com fulcro no art. 485, IV, do Código de Processo Civil. Da mesma forma, inviabilizou o cumprimento da medida liminar de busca e apreensão, o que também configura pressuposto para o desenvolvimento válido e regular do próprio processo, uma vez que essa ação tem rito próprio, previsto no Decreto-Lei nº 911/1969. 6. A extinção do feito com fulcro no art. 485, IV, do CPC independe de prévia intimação pessoal do Autor, conforme pacificado entendimento do Superior Tribunal de Justiça e demais Tribunais pátrios. 7. Recurso conhecido e desprovido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso de apelação para lhe negar provimento, nos termos do voto do Desembargador Relator. (Apelação Cível - 0226655-77.2023.8.06.0001, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) <p

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	class="MsoNormal" style="margin-left: 4.0cm; text-align: justify; text-justify: inter-ideograph; line-height: 150%; mso-hyphenate: auto; text-autospace: none; mso-vertical-align-alt: auto;"> AGRAVO INTERNO EM APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. PROCESSO EXTINTO SEM RESOLUÇÃO DE MÉRITO. INÉRCIA DA PROMOVENTE EM COMPROVAR O PAGAMENTO DAS CUSTAS DE DILIGÊNCIA DO OFICIAL DE JUSTIÇA. AUSÊNCIA DE PRESSUPOSTOS DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. DESNECESSÁRIA INTIMAÇÃO PRÉVIA. PRECEDENTES TJCE. MANTIDA A DECISÃO MONOCRÁTICA QUE CONFIRMOU A SENTENÇA DE PRIMEIRO GRAU. RECURSO CONHECIDO E NÃO PROVIDO. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara de Direito de Privado do Tribunal de Justiça do Ceará, por unanimidade, emconhecer do presente agravo interno para negar-lhe provimento, nos termos do voto do relator. Fortaleza, 15 de maio de 2024. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador JUIZ CONVOCADO PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023 Relator (Agravo Interno Cível - 0270171-50.2023.8.06.0001, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023, 3ª Câmara Direito Privado, data do julgamento: 15/05/2024, data da publicação: 15/05/2024) Considerando que, in casu, foi realizada a intimação da apelante por meio do seu causídico, para efetuar o pagamento das custas de diligência de oficial de justiça, havendo transcorrido in albis o prazo concedido, a extinção do processo sem resolução do mérito é medida que se impõe, em razão da falta de pressupostos de constituição e de desenvolvimento válido e regular do processo, nos termos do 485, inc. IV, do CPC/15. Diante de todo o exposto, CONHEÇO e NEGO PROVIMENTO ao recurso de Apelação, mantendo a decisão recorrida em todos os seus termos. É como voto. Fortaleza/CE, data e hora da assinatura digital. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Relatora AD

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Número de ordem	62
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	AGRAVO DE INSTRUMENTO
Assunto principal	Empréstimo consignado

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Polo ativo	BANCO BRADESCO FINANCIAMENTOS S.A.
Advogado(s) - Polo ativo	THIAGO BARREIRA ROMCY - (CE23900-A)
Polo passivo	FRANCISCA GREGORIO DE SOUZA
Advogado(s) - Polo passivo	JOSE IDEMBERG NOBRE DE SENA - (CE14260-A) MARIA LUCIMARA SARAIVA LEMOS - (CE36683-A) LAILA KELLY DE SENA RABELO - (CE50530-A) PAULO SUDERLAN RAULINO GIRÃO - (CE21111-A) MARLA ISEUDA DA SILVA BARROS - (CE34912-A)
Terceiros	Não informado

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Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÚMERO ÚNICO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3003641-29.2025.8.06.0000 <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TIPO DE PROCESSO: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVO DE INSTRUMENTO em AÇÃO DE REPETIÇÃO DE INDÉBITO CUMULADA COM INDENIZAÇÃO POR DANOS MORAIS (proc. originário nº 0152563-70.2019.8.06.0001) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ORIGEM: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">19ª VARA CÍVEL DA COMARCA DE FORTALEZA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVANTE: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">BANCO BRADESCO FINANCIAMENTOS S.A. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AGRAVADA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">FRANCISCA GREGORIO DE SOUZA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000;

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	background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ÓRGÃO JULGADOR: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TERCEIRA CÂMARA DIREITO PRIVADO <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RELATORA: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">EMENTA: DIREITO PROCESSUAL CIVIL. AGRAVO DE INSTRUMENTO. HOMOLOGAÇÃO DE HONORÁRIOS PERICIAIS. HIPÓTESE QUE NÃO SE ENQUADRA EM NENHUM DOS INCISOS DO ART. 1.015 DO CPC. URGÊNCIA NÃO CONFIGURADA. NÃO CABIMENTO DE INTERPRETAÇÃO EXTENSIVA. RECURSO NÃO CONHECIDO. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I. Caso em exame: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. Agravo de instrumento interposto por Banco Bradesco Financiamentos S.A. contra decisão que homologou honorários periciais no valor de R$ 2.030,00, nos autos de ação de repetição de indébito cumulada com indenização por danos morais. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II.Questão em discussão: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #111111; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. Cinge-se a controvérsia recursal em verificar se a homologação dos honorários periciais pode ser impugnada por agravo de instrumento, considerando o rol taxativo do art. 1.015 do CPC e a tese da taxatividade mitigada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Razões de decidir:<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. O rol do art. 1.015 do CPC é taxativo, admitindo exceções apenas quando demonstrada a urgência decorrente da inutilidade do julgamento da questão em sede de apelação. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none;

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	vertical-align: baseline; white-space: pre-wrap;">4. A impugnação ao valor dos honorários periciais não configura hipótese prevista no rol do art. 1.015 do CPC e nem demonstra urgência que justifique a mitigação da taxatividade. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5. Precedentes do STJ e desta Corte indicam que decisões sobre produção de provas não ensejam agravo de instrumento, salvo risco de prejuízo irreparável, o que não se verifica no caso concreto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO E TESE <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Agravo de instrumento não conhecido. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Tese de julgamento<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">"A homologação de honorários periciais não configura hipótese de cabimento de agravo de instrumento, salvo demonstração de urgência conforme a tese da taxatividade mitigada do art. 1.015 do CPC.". <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Dispositivos relevantes citados: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CPC, art. 1.015. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Jurisprudência relevante citada: <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">STJ, REsp 1.704.520/MT, Rel. Min. Nancy Andrighi, Corte Especial, j. 05/12/2018; STJ, AgInt no REsp 1.908.153/PR, Rel. Min. Moura Ribeiro, Terceira Turma, j. 09/11/2022; TJCE, Agravo de Instrumento nº 0627694-13.2024.8.06.0000, Rel. Des. Emanuel Leite Albuquerque, 1ª Câmara Direito Privado, j. 19/06/2024. <span style="font-size: 14pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">ACÓRDÃO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vistos, relatados e discutidos o recurso, acorda a Terceira Câmara de Direito Privado do Egrégio Tribunal de Justiça do Ceará, por unanimidade, em <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÃO CONHECER DO AGRAVO DE INSTRUMENTO<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, em conformidade com o voto da eminente Relatora. <strong style="font-

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	weight:normal;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Presidente do Órgão Julgador <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Relatora <span style="font-size: 14pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">RELATÓRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Trata-se de recurso de agravo de instrumento interposto por <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">BANCO BRADESCO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">FINANCIAMENTOS S.A., objetivando a reforma da decisão interlocutória ID 135632504, que, nos autos de Ação de repetição de indébito cumulada com indenização por danos morais nº <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">0152563-70.2019.8.06.0001<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, homologou os honorários periciais no importe de R$ 2.030,00 (dois mil e trinta reais) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Eis o dispositivo da decisão interlocutória: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“[…] Baseado nos princípios constitucionalmente garantidos da proporcionalidade e razoabilidade, em que reputo o valor solicitado pelo perito, no valor final de R$2.030,00 (dois mil e trinta reais), condizentes com a complexidade na elaboração do trabalho. Dessarte, HOMOLOGO os honorários periciais e determino a intimação do requerido para realizar o depósito judicial na conta da 19ª Vara Cível do valor de R$2.030,00 (dois mil e trinta reais). [...].” <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Irresignado, o banco réu, ora agravante, interpôs o presente agravo de instrumento, defendendo o cabimento do recurso acerca da discussão sobre a impugnação aos honorários periciais. Aduziu, ainda, que <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align:

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	baseline; white-space: pre-wrap;">“No que toca ao CABIMENTO, importante salientar que o Tema de Repetitivos de nº. 988, do C. Superior Tribunal de Justiça, já se pronunciou no sentido de que o rol do art. 1.015 do Código de Processo Civil é mitigado, autorizando-se o manejo do presente Recurso quando a urgência decorrente da inutilidade do julgamento da questão no recurso de apelação. ”<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">. Por fim, pugna pelo conhecimento e provimento do recurso, reformando-se a decisão vergastada. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Vieram-me os autos conclusos. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É o breve relatório. Decido. <span style="font-size: 14pt; font-family: Arial, sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration-skip-ink: none; vertical-align: baseline; white-space: pre-wrap; text-decoration: underline;">VOTO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">1. JUÍZO DE ADMISSIBILIDADE. NÃO CONHECIMENTO DO AGRAVO DE INSTRUMENTO. HOMOLOGAÇÃO DE HONORÁRIOS PERICIAIS. MATÉRIA NÃO IMPUGNÁVEL. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Prima facie <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, submeto questão preliminar à apreciação dos eminentes pares de não conhecimento do recurso, em razão de seu não cabimento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É que, com o advento do CPC/2015, a decisão recorrida deixou de ser atacável pelo agravo de instrumento. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Com efeito, o Código de Processo Civil estabelece em seu art. 1.015 e parágrafo único as hipóteses restritas de cabimento do recurso de agravo de instrumento, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">verbis<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Art. 1.015. Cabe agravo de instrumento contra as decisões interlocutórias que versarem sobre: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">I - tutelas provisórias; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style:

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	normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">II - mérito do processo; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">III - rejeição da alegação de convenção de arbitragem; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV - incidente de desconsideração da personalidade jurídica; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">V - rejeição do pedido de gratuidade da justiça ou acolhimento do pedido de sua revogação; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VI - exibição ou posse de documento ou coisa; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VII - exclusão de litisconsorte; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">VIII - rejeição do pedido de limitação do litisconsórcio; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IX - admissão ou inadmissão de intervenção de terceiros; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">X - concessão, modificação ou revogação do efeito suspensivo aos embargos à execução; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">XI - redistribuição do ônus da prova nos termos do art. 373, § 1º; <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">XII - (VETADO); <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif;

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	color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">XIII - outros casos expressamente referidos em lei. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Parágrafo único. Também caberá agravo de instrumento contra decisões interlocutórias proferidas na fase de liquidação de sentença ou de cumprimento de sentença, no processo de execução e no processo de inventário. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Acerca do rol taxativo do dispositivo em questão, Nelson Nery Júnior e Rosa Maria de Andrade Nery esclarecem que: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">No CPC/1973, bastava que a decisão interlocutória se encaixasse na definição de interlocutória para que dela fosse cabível o recurso de agravo, fosse por instrumento, fosse retido nos autos - sendo este último a regra do sistema. O atual CPC agora pretende manter a regra do agravo retido sob outra roupagem, a da preliminar de apelação. Porém, a regra não mais se pauta pelo caráter de urgência e de prejuízo que não o julgamento imediato da interlocutória possa ter, como ocorrida no CPC/1973, mas sim por uma seleção de onze situações que parecem ser, ao legislador, as únicas nas quais se podem ter prejuízo ao devido andamento do processo caso não apreciadas de imediato em segundo grau de jurisdição. (in Código de Processo Civil Comentado e legislação extravagante.- Novo CPC – Lei 13.105/2015- 1. ed. São Paulo: Revista dos Tribunais, 2015. p. 2.079). <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Por sua vez, o Colendo Superior Tribunal de Justiça, quando do julgamento dos REsp nº 1.696.396/MT e 1.704.520/MT, submetidos à sistemática dos recursos repetitivos, firmou, sob o Tema nº 988, entendimento a esse respeito. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A Corte Especial fixou, nos termos do art. 1036 e seguintes do CPC, tese jurídica segundo a qual <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">“o rol do art. 1.015 do CPC é de taxatividade mitigada, por isso admite interposição de agravo de instrumento quando verificada a urgência decorrente da inutilidade do julgamento da questão no recurso de apelação”. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Confira-se a ementa do acórdão que julgou o recurso representativo de controvérsia: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RECURSO ESPECIAL REPRESENTATIVO DE CONTROVÉRSIA. DIREITO PROCESSUAL CIVIL. NATUREZA JURÍDICA DO ROL DO ART. 1.015 DO CPC/2015. IMPUGNAÇÃO IMEDIATA DE DECISÕES INTERLOCUTÓRIAS NÃO PREVISTAS NOS INCISOS DO REFERIDO DISPOSITIVO LEGAL. POSSIBILIDADE. TAXATIVIDADE MITIGADA. EXCEPCIONALIDADE DA IMPUGNAÇÃO FORA DAS HIPÓTESES PREVISTAS EM LEI. REQUISITOS. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align:

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	baseline; white-space: pre-wrap;">1- O propósito do presente recurso especial, processado e julgado sob o rito dos recursos repetitivos, é definir a natureza jurídica do rol do art. 1.015 do CPC/15 e verificar a possibilidade de sua interpretação extensiva, analógica ou exemplificativa, a fim de admitir a interposição de agravo de instrumento contra decisão interlocutória que verse sobre hipóteses não expressamente previstas nos incisos do referido dispositivo legal. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2- Ao restringir a recorribilidade das decisões interlocutórias proferidas na fase de conhecimento do procedimento comum e dos procedimentos especiais, exceção feita ao inventário, pretendeu o legislador salvaguardar apenas as "situações que, realmente, não podem aguardar rediscussão futura em eventual recurso de apelação". <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3- A enunciação, em rol pretensamente exaustivo, das hipóteses em que o agravo de instrumento seria cabível revela-se, na esteira da majoritária doutrina e jurisprudência, insuficiente e em desconformidade com as normas fundamentais do processo civil, na medida em que sobrevivem questões urgentes fora da lista do art. 1.015 do CPC e que tornam inviável a interpretação de que o referido rol seria absolutamente taxativo e que deveria ser lido de modo restritivo. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4- A tese de que o rol do art. 1.015 do CPC seria taxativo, mas admitiria interpretações extensivas ou analógicas, mostra-se igualmente ineficaz para a conferir ao referido dispositivo uma interpretação em sintonia com as normas fundamentais do processo civil, seja porque ainda remanescerão hipóteses em que não será possível extrair o cabimento do agravo das situações enunciadas no rol, seja porque o uso da interpretação extensiva ou da analogia pode desnaturar a essência de institutos jurídicos ontologicamente distintos. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">5- A tese de que o rol do art. 1.015 do CPC seria meramente exemplificativo, por sua vez, resultaria na repristinação do regime recursal das interlocutórias que vigorava no CPC/73 e que fora conscientemente modificado pelo legislador do novo CPC, de modo que estaria o Poder Judiciário, nessa hipótese, substituindo a atividade e a vontade expressamente externada pelo Poder Legislativo. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6- Assim, nos termos do art. 1.036 e seguintes do CPC/2015, fixa-se a seguinte tese jurídica: O rol do art. 1.015 do CPC é de taxatividade mitigada, por isso admite a interposição de agravo de instrumento quando verificada a urgência decorrente da inutilidade do julgamento da questão no recurso de apelação. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">7- Embora não haja risco de as partes que confiaram na absoluta taxatividade com interpretação restritiva serem surpreendidas pela tese jurídica firmada neste recurso especial repetitivo, eis que somente se cogitará de preclusão nas hipóteses em que o recurso eventualmente interposto pela parte tenha sido admitido pelo Tribunal, estabelece-se neste ato um regime de transição que modula os efeitos da presente decisão, a fim de que a tese jurídica somente seja aplicável às decisões interlocutórias proferidas após a publicação do presente acórdão.8- Na hipótese, dá-se provimento em parte ao recurso especial para determinar ao TJ/MT que, observados os demais pressupostos de admissibilidade, conheça e dê regular prosseguimento ao agravo de instrumento no que tange à competência. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">9- Recurso especial conhecido e provido. (REsp 1.704.520/MT, Rel. Ministra NANCY ANDRIGHI,

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	CORTE ESPECIAL, julgado em 05/12/2018, DJe 19/12/2018) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Assim sendo, em regra, somente é cabível agravo de instrumento nas hipóteses listadas no art. 1015 do CPC. Excepcionalmente, é possível sua interposição em situações outras que não as expressamente elencadas, desde que preenchido o requisito objetivo da urgência. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A urgência, por sua vez, para fins de cabimento do recurso em tela, significa que o pronunciamento judicial trará, para a parte, uma situação na qual ela não pode aguardar para rediscutir futuramente em sede de apelação, sob pena do tempo de espera tornar a decisão sem nenhum ou pouquíssimo proveito para influir no resultado da demanda. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">No caso concreto, o recurso tem por objeto impugnar a homologação do honorários periciais, de modo que foram arbitrados no montante de R$2.030,00 (dois mil e trinta reais), deliberação que, além de não estar incluída nas hipóteses previstas no rol do art. 1.015 do CPC, também não se enquadra no conceito de urgência previsto no pronunciamento judicial do Superior Tribunal de Justiça. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Digo isso, pois o STJ já teve a oportunidade de se manifestar acerca da urgência em casos que envolve provas e a Corte Cidadã firmou entendimento pela inexistência do critério urgente em casos de produção probatória, senão vejamos: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PROCESSUAL CIVIL. AGRAVO INTERNO NO RECURSO ESPECIAL. EMBARGOS À EXECUÇÃO. NOTA PROMISSÓRIA. AGIOTAGEM. AGRAVO DE INSTRUMENTO. TAXATIVIDADE MITIGADA. PRODUÇÃO DE PROVA. URGÊNCIA. INOCORRÊNCIA. OMISSÃO. CONTRADIÇÃO. INEXISTÊNCIA. AGIOTAGEM. REEXAME DE FATOS E PROVAS. INVIABILIDADE. SÚMULA Nº 7 DO STJ. DECISÃO MANTIDA. AGRAVO INTERNO NÃO PROVIDO. 1. Aplica-se o NCPC a este recurso ante os termos do Enunciado Administrativo nº 3, aprovado pelo Plenário do STJ na sessão de 9/3/2016: Aos recursos interpostos com fundamento no CPC/2015 (relativos a decisões publicadas a partir de 18 de março de 2016) serão exigidos os requisitos de admissibilidade recursal na forma do novo CPC. 2. Ao consignar que a matéria poderia ser relegada a exame posterior, em apelação ou contrarrazões, o Tribunal estadual concluiu que não haveria peculiaridade que justificasse a interposição de agravo de instrumento naquela ocasião. 3. A insurgência acerca da necessidade de produção de prova pericial não se reveste de urgência a ensejar a mitigação da taxatividade do rol do art. 1.015 do NCPC. 4. Inexistem omissão, contradição ou obscuridade, vícios elencados no art. 1.022 do NCPC, sendo forçoso reconhecer que a pretensão recursal ostentava caráter nitidamente infringente, visando rediscutir matéria que já havia sido analisada pelo acórdão vergastado. 5. O acórdão vergastado assentou que não havia verossimilhança da alegação de agiotagem para fins de concessão de efeito suspensivo aos embargos à execução. Alterar as conclusões do acórdão impugnado exigiria incursão fático-probatória, em afronta à Súmula nº 7 do STJ. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">6. Não há contradição entre as teses de não cabimento do agravo de instrumento, fundada na inexistência de urgência na matéria referente à produção probatória a viabilizar a mitigação da taxatividade do art. 1.015 do NCPC<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, e de que não há prova da agiotagem, ante o reconhecimento pelo acórdão de inexistência de verossimilhança da alegação para atribuição de excepcional efeito suspensivo aos embargos à execução. 7. Não sendo a linha argumentativa apresentada capaz de evidenciar a inadequação dos fundamentos invocados pela decisão agravada, o presente agravo não se revela apto a alterar o

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	conteúdo do julgado impugnado, devendo ele ser integralmente mantido em seus próprios termos. 8. Agravo interno não provido. (AgInt no REsp n. 1.908.153/PR, relator Ministro Moura Ribeiro, Terceira Turma, julgado em 9/11/2022, DJe de 11/11/2022.) (Destaquei) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nessa mesma diretiva<span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: italic; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">precedentes desta egrégia Corte de Justiça: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DIREITO PROCESSUAL CIVIL. AGRAVO INTERNO EM AGRAVO DE INSTRUMENTO. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">AÇÃO DE REINTEGRAÇÃO DE POSSE. INDEFERIMENTO DE PROVA ORAL. AGRAVO DE INSTRUMENTO<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">NÃO CABIMENTO. INAPLICABILIDADE DA MITIGAÇÃO AO ROL TAXATIVO DE ADMISSIBILIDADE. AUSÊNCIA DE URGÊNCIA OU RISCO DE DANO IRREVERSÍVEL. DECISÃO MONOCRÁTICA MANTIDA. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">RECURSO CONHECIDO E NÃO PROVIDO. I. CASO EM EXAME. 1. Agravo Interno objetivando a reforma da decisão monocrática que não conheceu do agravo de instrumento interposto contra a decisão interlocutória em que o Juízo de primeira instância indeferiu a produção de prova oral. II. QUESTÃO EM DISCUSSÃO. 2. A questão em discussão consiste em verificar se é cabível a interposição de agravo de instrumento contra decisão que indefere a produção de prova oral. III. RAZÕES DE DECIDIR. 3. O Superior Tribunal de Justiça (STJ), em julgamento pelo sistema de recursos repetitivos, Tema nº 988, representado pelos REsps nºs 1.696.396/MT e 1.704.50/MT (DJe: 19/12/2018), fixou a seguinte tese: O rol do art. 1.015 do CPC é de taxatividade mitigada, por isso admite a interposição de agravo de instrumento quando verificada a urgência decorrente da inutilidade do julgamento da questão no recurso de apelação. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. O indeferimento da prova oral não implica a admissibilidade do agravo de instrumento, uma vez que, além de não ser hipótese prevista no art. 1.015 do CPC, não se vislumbra circunstância de dano irreversível e nem de inutilidade do julgamento da questão em recurso de apelação, tendo em vista ser plenamente possível a anulação da sentença e a determinação da produção da prova oral por este Tribunal de Justiça se porventura for constatada a necessidade de sua realização para o deslinde do feito. 5. É descabida a interposição de agravo de instrumento contra decisão que defere ou indefere a produção de prova. Incidência da jurisprudência do STJ e do TJCE. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">IV. DISPOSITIVO. 6. Recurso conhecido e não provido. Decisão monocrática mantida. Dispositivos relevantes citados: CPC, art. 1.015. Jurisprudência relevante citada: STJ: AgInt no AREsp n. 2.356.578/RS. Rel. Min. Raul Araújo. Quarta Turma. DJe: 04/06/2024; e AgInt no AREsp n. 2.223.630/SP. Rel. Min. Francisco Falcão. Segunda Turma. DJe: 22/06/2023. TJCE: AI nº 0629693-98.2024.8.06.0000. Rel. Des. José Ricardo Vidal Patrocínio. 1ª Câmara Direito Privado. DJe: 18/09/2024; e AI nº 0637132-97.2023.8.06.0000. Rel. Des. Everardo Lucena Segundo. 2ª Câmara Direito Privado. DJe: 28/08/2024. ACÓRDÃO Vistos, relatados e discutidos estes autos em que são partes as acima indicadas, acordam os(as) Desembargadores(as) da 4ª Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso e negar-lhe provimento, nos termos do voto do Sr. Desembargador Relator. Fortaleza, data e

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	hora informadas pelo sistema. DESEMBARGADOR ANDRÉ LUIZ DE SOUZA COSTA Relator (Agravo Interno Cível- 0628210-33.2024.8.06.0000, Rel. Desembargador(a) ANDRÉ LUIZ DE SOUZA COSTA, 4ª Câmara Direito Privado, data do julgamento: 29/10/2024, data da publicação: 31/10/2024) (Destaquei) <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PROCESSUAL CIVIL. AGRAVO DE INSTRUMENTO. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">INDEFERIMENTO DO PEDIDO DE PRODUÇÃO DE PROVAS. PERÍCIA TÉCNICA. ATO JUDICIAL NÃO IMPUGNÁVEL VIA AGRAVO DE INSTRUMENTO. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PRELIMINAR DE APELAÇÃO. RECURSO NÃO CONHECIDO. 1. No caso, equivocou-se o Agravante em fazer mão do presente recurso como fim de impugnar ato judicial que indeferiu o pedido de produção de perícia técnica. 2. E mais. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">O Superior Tribunal de Justiça já se manifestou sobre o não cabimento de agravo de instrumento interposto contra decisão que indefere pedido de produção de provas, exegese esta extraída, inclusive, do posicionamento já existente ao tempo do CPC de 1973, no sentido de admitir a interposição tão somente de agravo retido contra decisões daquela natureza. Consoante aquela Corte de Justiça, também, a insurgência acerca da necessidade de produção de prova pericial não se reveste de urgência a ensejar a mitigação da taxatividade do rol do art. 1.015 do NCPC (AgInt no REsp n. 1.908.153/PR, relator Ministro Moura Ribeiro, Terceira Turma, julgado em 9/11/2022, DJe de 11/11/2022), sendo este o caso dos autos. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">3. Por tudo o que foi exposto, entendo não ser agravável a decisão ora hostilizada, posto que não está inserida no rol da lei, restando inadequada a via eleita pela Agravante para a impugnação da decisão que concede a produção de provas. 4. Recurso não conhecido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em não conhecer do recurso, nos termos do voto do Relator. Fortaleza, 19 de junho de 2024 EMANUEL LEITE ALBUQUERQUE Presidente do Órgão Julgador Exmo. Sr. EMANUEL LEITE ALBUQUERQUE Relator (Agravo de Instrumento- 0627694-13.2024.8.06.0000, Rel. Desembargador(a) EMANUEL LEITE ALBUQUERQUE, 1ª Câmara Direito Privado, data do julgamento: 19/06/2024, data da publicação: 19/06/2024) (Destaquei) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A homologação de honorários periciais não caracteriza uma decisão interlocutória capaz de gerar preclusão ou dano irreparável ao agravante, haja vista que a questão pode ser suscitada em sede de Apelação, conforme previsto no art. 1.009, §1º do CPC. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Logo, não há qualquer justificativa para o conhecimento do presente agravo de instrumento, tampouco, conforme jurisprudência do STJ, vislumbro urgência a justificar a aplicação da tese da taxatividade mitigada, que deve observar os princípios da celeridade e da economia processual. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse contexto, permitir o julgamento de Agravos de Instrumento fora das hipóteses expressamente previstas no art. 1.015 do CPC, sem a devida comprovação de urgência, contraria a intenção do legislador de restringir a recorribilidade ampla das decisões interlocutórias, panorama que gera o efeito contrário ao objetivo de racionalização e eficiência processual do Código de Processo Civil de 2015. <p style="line-height:2.4;text-indent: 70.85pt;text-align: justify;margin-

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	top:0pt;margin-bottom:0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Nesse sentido, é a jurisprudência desta Eg. Corte em caso análogo: <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PROCESSUAL CIVIL. AGRAVO INTERNO EM AGRAVO DE INSTRUMENTO. DECISÃO INTERLOCUTÓRIA QUE NOMEIA NOVO PERITO. INADEQUAÇÃO AO ROL DO ART. 1.015 DO CPC. TAXATIVIDADE MITIGADA. AUSÊNCIA DE URGÊNCIA CONFIGURADA. POSSIBILIDADE DE RESTITUIÇÃO POSTERIOR DOS HONORÁRIOS PERICIAIS. MANUTENÇÃO DA DECISÃO AGRAVADA. 1. Caso em Exame: A parte agravante interpôs agravo interno contra decisão monocrática que não conheceu de agravo de instrumento interposto contra decisão interlocutória de primeiro grau, a qual nomeou novo perito judicial sem determinar a devolução dos honorários periciais previamente adiantados à perita inicialmente designada. O agravante sustenta que a decisão agravada incorreu em erro ao não aplicar a tese da taxatividade mitigada do art. 1.015 do CPC, argumentando que a demora na resolução da questão lhe impõe prejuízos financeiros e inviabiliza a produção da prova pericial. 2. Questão em Discussão: O debate recursal cinge-se à possibilidade de interposição de agravo de instrumento contra decisão que nomeia novo perito e determina o adiantamento de novos honorários periciais, sem exigir a restituição dos valores já pagos ao perito anterior. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">A questão central consiste em avaliar se a hipótese se enquadra no rol do art. 1.015 do CPC ou se há justificativa para a aplicação excepcional da taxatividade mitigada, nos moldes firmados pelo Superior Tribunal de Justiça no julgamento do Tema 988 (REsp 1.704.520/MT). 3. Razões de Decidir: O Código de Processo Civil de 2015 estabeleceu um rol taxativo de decisões interlocutórias passíveis de impugnação por agravo de instrumento, previsto no art. 1.015, visando garantir maior celeridade e evitar a fragmentação do processo. Entretanto, a jurisprudência do STJ reconhece a possibilidade de mitigação desse rol quando demonstrada a urgência decorrente da inutilidade do julgamento da questão apenas na apelação. No caso concreto, a decisão recorrida limitou-se a nomear novo perito e determinar o adiantamento de novos honorários periciais, sem exigir a devolução imediata dos valores pagos à perita anterior. Embora o agravante alegue prejuízo financeiro e impossibilidade de custear nova perícia sem o reembolso dos valores já pagos, não há comprovação de que a situação resulte em efetiva inutilidade do julgamento da matéria na apelação. A restituição dos honorários periciais poderá ser discutida e eventualmente determinada na fase recursal própria, não configurando situação excepcional que justifique a interposição de agravo de instrumento fora das hipóteses expressamente previstas em lei. A ausência de comprovação de risco de perecimento do direito ou de prejuízo irreparável reforça a inaplicabilidade da taxatividade mitigada ao caso em questão. <span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">4. Dispositivo e Tese: Conhece-se do agravo interno, mas nega-se provimento, mantendo-se a decisão monocrática que não conheceu do agravo de instrumento, por ausência de enquadramento no rol do art. 1.015 do CPC e de demonstração da urgência necessária à aplicação da taxatividade mitigada. Dispositivos Relevantes Citados: Código de Processo Civil: art. 932, III; art. 1.009, § 1º; art. 1.015; art. 1.021. Jurisprudência Relevante Citada: STJ, REsp 1.704.520/MT (Tema 988), Rel. Min. Nancy Andrighi, Corte Especial, DJe 19/12/2018; STJ, AgInt no AREsp 2308131/GO, Rel. Min. Marco Buzzi, Quarta Turma, DJe 29/05/2024; STJ, AgInt no AREsp 2257177/SP, Rel. Min. Herman Benjamin, Segunda Turma, DJe 27/06/2023. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 4ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, em em CONHECER do recurso para lhe NEGAR PROVIMENTO, mantendo a decisão monocrática em todos os seus termos, nos termos do voto do eminente Relator. Fortaleza, data e hora indicadas pelo sistema. JOSÉ EVANDRO NOGUEIRA LIMA FILHO Presidente do Órgão Julgador DESEMBARGADOR FRANCISCO JAIME MEDEIROS NETO Relator (Agravo Interno Cível - 0621672-36.2024.8.06.0000, Rel. Desembargador(a) FRANCISCO JAIME MEDEIROS NETO, 4ª Câmara Direito Privado, data do julgamento: 11/03/2025, data da publicação: 11/03/2025) (Destaquei) <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Logo, por tais argumentos, o agravo de instrumento não comporta conhecimento. <p style="line-height: 1.2; text-align: center; margin-top: 0pt;

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	margin-bottom: 0pt;" dir="ltr"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">2. DISPOSITIVO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">Diante de todo o exposto, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DE OFÍCIO NÃO CONHEÇO DO AGRAVO DE INSTRUMENTO, <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">por inadequação, tendo em vista a ausência de previsão legal. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">É como voto. <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Fortaleza, data e hora da assinatura digital. EPL/AF <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> Relatora

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Número de ordem	63
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Alienação Fiduciária
Polo ativo	AYMORE CREDITO, FINANCIAMENTO E INVESTIMENTO S.A.
Advogado(s) - Polo ativo	FLAVIO NEVES COSTA - (SP153447-A)
Polo passivo	LUCAS COSTA ARAUJO
Advogado(s) - Polo passivo	Não informado
Terceiros	Não informado

Processo	0229622-61.2024.8.06.0001
Acordão	<span style="font-size: 11pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 400; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;"> <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">ESTADO DO CEARÁ <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">PODER JUDICIÁRIO <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: transparent; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">TRIBUNAL DE JUSTIÇA <span style="font-size: 12pt; font-family: Arial,sans-serif; color: #000000; background-color: #ffffff; font-weight: 700; font-style: normal; font-variant: normal; text-decoration: none; vertical-align: baseline; white-space: pre-wrap;">GABINETE DESEMBARGADORA CLEIDE ALVES DE AGUIAR <div id="WACViewPanel_ClipboardElement" class="WACEditing EditMode EditingSurfaceBody FireFox WACViewPanel_DisableLegacyKeyCodeAndCharCode usehover" style="overflow: hidden; visibility: visible; direction: ltr;"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> NÚMERO ÚNICO: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 0229622-61.2024.8.06.0001 <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> TIPO DE PROCESSO: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> APELAÇÃO CÍVEL em AÇÃO DE BUSCA E APREENSÃO <p class="Paragraph SCXW229765644 BCX2"

Processo	0229622-61.2024.8.06.0001
	style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ORIGEM: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 32 ª VARA CÍVEL DA COMARCA DE FORTALEZA <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> APELANTE: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> AYMORÉ CRÉDITO, FINANCIAMENTO E INVESTIMENTO S/A <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> APELADO: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> LUCAS COSTA ARAUJO <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ÓRGÃO JULGADOR: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> TERCEIRA CÂMARA DE DIREITO PRIVADO <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644

Processo	0229622-61.2024.8.06.0001
	BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> RELATORA: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> EMENTA: DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. EXTINÇÃO DO PROCESSO SEM RESOLUÇÃO DO MÉRITO POR AUSÊNCIA DOS PRESSUPOSTOS DE CONSTITUIÇÃO E DE DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. ART. 485, IV, CPC. PARTE AUTORA QUE REGULARMENTE INTIMADA PELO SEU PATRONO DEIXOU DE PROMOVER O ATO E A DILIGÊNCIA QUE LHE INCUMBIA. DESNECESSIDADE DE INTIMAÇÃO PESSOAL. INTIMAÇÃO VIA DIÁRIO DA JUSTIÇA ELETRÔNICO. PERFECTIBILIZAÇÃO. PRECEDENTES DO TJCE. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #111111; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 1. <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Caso em exame: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Trata-se de Apelação Cível interposta por Aymoré Crédito, Financiamento e Investimento S/A, objurgando sentença de ID 19107941, proferida pelo MM. Juiz da 32ª Vara Cível da Comarca de Fortaleza, que nos autos da Ação de Busca e Apreensão, ajuizada pela instituição financeira ora insurgente em desfavor de Lucas Costa Araujo, julgou extinto o processo sem resolução de mérito, com fundamento no art. 485, IV, do CPC. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont",

Processo	0229622-61.2024.8.06.0001
	"Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 2 <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> . Questão em discussão: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Cinge-se a controvérsia em analisar se a ausência de recolhimento das custas das diligências do oficial de justiça, para fins de perfectibilização da medida liminar de busca e apreensão e de citação da parte ré, implica em extinção do feito sem resolução do mérito, com esteio no art. 485, IV, do CPC . <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> 3. Razões de decidir: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Em conformidade com o regramento do art. 82 do CPC, incumbe às partes promover as despesas processuais indispensáveis para o desenvolvimento válido e regular do processo. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 4. É nesse contexto que decorre, logicamente, a obrigação d a autor a de promover o pagamento das custas iniciais, assim como das despesas processuais necessárias para a realização de diligências, sobretudo as destinadas a viabilizar o principal objetivo da demanda, qual seja, a apreensão do veículo para fins de quitação do débito, bem como a citação do devedor. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify;

Processo	0229622-61.2024.8.06.0001
	margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 5. <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> In casu <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> o ju i z <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> a quo <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> determinou a intimação da instituição financeira, ora recorrente, para comprovar o recolhimento das custas referentes às diligências do oficial de justiça, sob pena de extinção do processo sem resolução de mérito, por ausência de condição de procedibilidade, consoante despacho <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (ID 19107937) <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> . <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 6 . Devidamente publicado no diário da justiça eletrônico o comando judicial em nome do advogado da recorrente, o prazo decorreu <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> in albis, <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> consoante certidão de ID 1

Processo	0229622-61.2024.8.06.0001
	9107940 , <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> tendo sido o processo, em ato contínuo, sentenciado pelo juiz de primeiro grau. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 7. A inércia da demandante inviabilizou o cumprimento da medida liminar de busca e apreensão, que configura pressuposto para o desenvolvimento válido e regular do presente processo, nos termos do Decreto-lei nº 911/1969. Da mesma forma, implicou na ausência de citação, o que impõe a extinção do feito sem resolução de mérito, com esteio no art. 485, IV, do Código de Processo Civil. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 8. Tendo por base que o próprio dispositivo legal contido no art. 485, parágrafo 1º, do CPC, preconiza que somente nas hipóteses descritas nos incisos II e III é que a parte autora deverá ser intimada pessoalmente para suprir a falta, o que não corresponde à situação em liça, não há que se falar em necessidade de nulidade da sentença. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 150px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> 9 . Dispositivo e Tese: <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Apelação conhecida e desprovida. Sentença primeva mantida <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> in totu m . <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal;

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	vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 151px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> ACÓRDÃO <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Acordam os Desembargadores integrantes da Terceira Câmara de Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> CONHECER <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> do Recurso de Apelação, mas para <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> NEGAR-LHE PROVIMENTO <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , nos termos do voto da eminente Relatora. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 24.75px; font-family: Arial, "Arial_EmbeddedFont",

Processo	0229622-61.2024.8.06.0001
	"Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Fortaleza/CE, data e assinatura do sistema. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 24.75px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 24.75px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 24.75px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 2.66667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 2.66667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 2.66667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Presidente do Órgão Julgador <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 2.66667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 2.66667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-

Processo	0229622-61.2024.8.06.0001
	weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 2.66667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> DESEMBARGADORA CLEIDE ALVES DE AGUIAR <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 2.66667px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> Relatora <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 12.375px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> RELATÓRIO <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Trata-se de Apelação Cível interposta por Aymoré Crédito,

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	Financiamento e Investimento S/A, objurgando sentença de ID 19107941 , proferida pelo MM. Juiz da 32 ª Vara Cível da Comarca de Fortaleza, que nos autos da AÇÃO DE BUSCA E APREENSÃO, ajuizada pela instituição financeira ora apelante em desfavor de Lucas Costa Araujo , julgou extinto o processo sem resolução de mérito, com fundamento no art. 485, IV, do CPC . <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Cuida-se, na origem, de ação de busca e apreensão com pedido de liminar, com fundamento no art. 3º do Decreto-lei nº 911/69, na qual a parte requerente declara que celebrou contrato de financiamento garantido por alienação fiduciária, inadimplido pelo devedor fiduciante. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Deferida a medida liminar (ID 1 9107925). </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Mandado de busca e apreensão não cumprido, em face de não ter sido encontrado o veículo (ID 1 9107928). </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Despacho (ID 1 9107933) determinando a intimação do autor para, no prazo de 15 (quinze) dias, <span

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	class="NormalTextRun SCXW229765644 BCX2">apresentar e o paradeiro do bem , comprovar o recolhimento das custas da diligência do oficial de justiça , bem como informar o interesse na conversão da ação de busca em execução. </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Petição (ID 1 9107936) do requerente informa n do o novo endereço para a localização d a moto. </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> De spacho (ID 1 9107937) designando a intimação da parte autora para , no prazo de 5 (cinco) dias, comprovar a quitação das custas pertinentes à atuação do meirinho, sob pena de extinção do feit o, com fundamento no art. 485, IV, do CPC. </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Decurso de prazo <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> in albis <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> , conforme certidão (ID 1 9107940). <span class="EOP SCXW229765644

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	BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Sentença de extinção do processo sem julgamento de mérito, nos termos do art. 485, IV, do CPC (ID 1 91 0 7941). <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Recurso de apelação (ID 19107944), em que a parte autora defende a reforma da sentença, sob os argumentos : i) ausência de prévia intimação pessoal, requisito para a extinção do processo ; e ii) ainda que fosse o caso de extinção, esta deveria se dar com fundamento no inciso III do art. 485 do CPC . <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Exortou, ao final, o conhecimento e provimento do recurso, a fim de que o <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> decisum <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> seja anulado, com o retorno dos autos ao juízo de origem para o regular processamento do feito. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left:

Processo	0229622-61.2024.8.06.0001
	0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Sem contrarrazões. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Vieram-me os autos conclusos. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> É o relatório. Decido. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: center; margin: 11px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; font-variant: normal; text-transform: none; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> VOTO <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 12.375px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> 1. JUÍZO DE ADMISSIBILIDADE <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Presentes os pressupostos recursais de admissibilidade intrínsecos (legitimidade, interesse, cabimento e inexistência de fato impeditivo ou extintivo) e extrínsecos (tempestividade, preparo e regularidade formal), conheço do recurso e passo à sua análise, nos termos em que estabelece o art. 1.010 e seguintes do Código de Processo Civil. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify;

Processo	0229622-61.2024.8.06.0001
	margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> 2. MÉRITO <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> A pretensão recursal não merece prosperar. Explico-me. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Analisando detidamente os autos, evidencia-se que a autora apelante ajuizou ação de busca e apreensão em desfavor do réu apelado, sendo deferida a liminar <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (ID 19107925). </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> O juízo <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> a quo <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> determinou a intimação da instituição financeira, ora recorrente, para comprovar o recolhimento das custas referentes às diligências do oficial de justiça, sob pena de extinção do processo sem resolução de mérito, por ausência de condição de procedibilidade, consoante despacho <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (ID 19107937) <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR">

Processo	0229622-61.2024.8.06.0001
	. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Ocorre que, embora devidamente intimada, manteve-se a aqui apelante inerte, obstando o andamento processual e, por conseguinte, legitimando a extinção do feito por ausência de pressuposto de constituição e de desenvolvimento válido e regular do processo. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Insurge-se a autora contra a sentença proferida, argumentando que não foram atendidos os requisitos previstos no art. 485, III, do CPC, para fins de extinção da ação. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> No entanto, a pretensão aviada não se sustenta. Isso porque, ao contrário das suas ponderações, o processo fora extinto com base na disposição contida no art. 485, IV, do CPC, e não segundo a dicção do inciso III (abandono da causa), que o mesmo invoca . <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> De início, imperioso frisar que o juiz de piso, ao prolatar despacho (ID ID 1 9107937), expressamente advertiu, em respeito à disposição contida no art. 10, do CPC, que proíbe as decisões surpresas, que o decurso do prazo assinalado sem a comprovação do pagamento das custas acarretaria a extinção do processo sem resolução de mérito. <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> In <span

Processo	0229622-61.2024.8.06.0001
	class="NormalTextRun SpellingErrorV2Themed SCXW229765644 BCX2">verbis <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> : <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> [...] Intime-se a parte autora para, no prazo de 05 (cinco) dias, prestar com o recolhimento das custas correspondentes à diligência do oficial de justiça, <span class="TextRun SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> as quais deverão ser geradas através do link do SGA: https://sga.tjce.jus.br/guias <span class="TextRun SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: bold;" lang="PT-BR"> sob pena de extinção, <span class="TextRun SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;" lang="PT-BR"> com fundamento no art. 485, IV do CPC. </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Ressalte-se que o recolhimento das custas é condição para a confecção e expedição do mandado. [...] (Destaquei) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Logo, foi oportunizad a à <span

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	class="NormalTextRun SCXW229765644 BCX2">demandante exercer seu direito ao contraditório e à ampla defesa. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Em conformidade com o regramento do art. 82 do CPC, incumbe às partes promover as despesas processuais indispensáveis para o desenvolvimento válido e regular do processo. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 138px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> "Artigo 82. Salvo as disposições concernentes à gratuidade da justiça, incumbe às partes prover as despesas dos atos que realizarem ou requererem no processo, antecipando-lhes o pagamento, desde o início até a sentença final ou, na execução, até a plena satisfação do direito reconhecido no título. <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 138px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> §1º. Incumbe ao autor adiantar as despesas relativas a ato cuja realização o juiz determinar de ofício ou a requerimento do Ministério Público, quando sua intervenção ocorrer como fiscal da ordem jurídica. [...]". <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> É nesse contexto que decorre, logicamente, a obrigação da parte autora de promover o pagamento das custas iniciais, assim como das despesas processuais necessárias para a realização de diligências, sobretudo as destinadas a viabilizar o principal objetivo da demanda, qual seja, a apreensão do veículo para fins de quitação do débito, bem como a citação do devedor. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Não obstante a argumentação da apelante, a meu ver, agiu com acerto o juízo

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	primevo, eis que o não recolhimento de custas de diligência do oficial de justiça para fins de cumprimento de liminar de busca e apreensão enquadra-se como ausência de pressupostos de constituição e de desenvolvimento válido e regular do processo, com previsão no inc. IV, do art. 485, do CPC, sendo despicienda, nesse caso, prévia intimação pessoal da parte autora, na forma do art. 485, § 1º, do CPC, antes de extinguir o feito. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Nota-se que, conquanto tenha sido intimado por intermédio de causídico legalmente constituído, a requerente permaneceu inerte, não atendendo à determinação do magistrado de piso, não podendo agora arguir prejuízo que ela deu causa. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Sobre a citada intimação, convêm ressaltar que o respectivo despacho de ID 1917 937 foi devidamente publicado no Diário da Justiça Eletrônico, consoante <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> prin <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> t abaixo colacionado: <img class="WACImage SCXW229765644 BCX2" style="width: 600px; height: 239px; padding: 0px;" src="

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	class="NormalTextRun SpellingErrorV2Themed SCXW229765644 BCX2">DJe 1/7/2019). 2. Inadmissível o recurso especial quando o entendimento adotado pelo Tribunal de origem coincide com a jurisprudência do STJ (Súmula n. 83/STJ). 3. Agravo interno a que se dá provimento para reconsiderar a decisão da Presidência desta Corte e negar provimento ao agravo nos próprios autos. (AgInt no AREsp 1509749/SE, Rel. Ministro ANTONIOCARLOS FERREIRA, QUARTA TURMA, julgado em29/10/2019, DJe 05/11/2019) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Vasto é o entendimento desta Câmara a respeito do assunto: <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> PROCESSUAL CIVIL. AGRAVO INTERNO EM APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. PARTE AUTORA, MESMO INTIMADA, NÃO RECOLHEU AS CUSTAS DE DILIGÊNCIA DO OFICIAL DE JUSTIÇA. AUSÊNCIA DE PRESSUPOSTOS DE CONSTITUIÇÃO E DE DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. ART. 485, IV, DO CPC. DECISÃO MONOCRÁTICA MANTIDA. AGRAVO INTERNO CONHECIDO E DESPROVIDO. 1. Trata-se de Agravo Interno interposto por BANCO BRADESCO FINANCIAMENTOS S/A (fls. 1/7), em desfavor de GABRIEL BARROSO NETO, visando reformar decisão proferida por esta relatoria (fls. 109/117), que, nos autos da Apelação Cível interposta pelo promovido, ora agravante, negou provimento recurso. 2. A controvérsia recursal se trata sobre a revisão da decisão monocrática que manteve a sentença que extinguiu a Ação de Busca e Apreensão sem resolução do mérito, sob o fundamento de que a parte autora/agravante, mesmo intimada, não cumpriu com a diligência determinada no sentido de comprovar o pagamento das custas de diligência do oficial de justiça. 3. Caracterizada a ausência dos pressupostos de constituição e desenvolvimento do processo (art. 485, IV, do CPC), uma vez que a parte agravante deixou de promover o ato e a diligência que lhe incumbia, ou seja, comprovar o pagamento das custas de diligência do oficial de justiça. 4. É desnecessária a intimação pessoal da parte autora, na forma do art. 485, § 1º, do CPC, porquanto a medida somente é aplicável nas hipóteses previstas nos seus incisos II e III. 5. O recolhimento das custas após o fim do prazo e da prolação da sentença de extinção do processo não afasta a extinção do feito sem resolução do mérito (art. 223 do CPC e Enunciado nº 129 do FPPC). 6. Verificada a inércia da parte autora no cumprimento da determinação de recolher as custas de diligência do oficial de justiça, impossibilitando o desenvolvimento válido e regular do processo, não merece reforma a decisão que manteve a sentença recorrida, pois corretamente pautada no art. 485, IV, do CPC, razão pela qual o recurso não é de ser provido. 7. Decisão unipessoal em conformidade com o entendimento jurisprudencial acerca da matéria apreciada. 8. Agravo Interno conhecido e desprovido. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em CONHECER do recurso para

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	NEGAR-LHE PROVIMENTO. Fortaleza, data registrada no sistema. DESEMBARGADORA CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador JUIZ CONVOCADO PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023 Relator (Agravo Interno Cível- 0201130-98.2023.8.06.0064, Rel. Desembargador(a) PAULO DE TARSO PIRES NOGUEIRA - PORT. 2696/2023, 3ª Câmara Direito Privado, data do julgamento: 22/05/2024, data da publicação: 22/05/2024) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO. ALIENAÇÃO FIDUCIÁRIA. PROCESSO EXTINTO SEM RESOLUÇÃO DE MÉRITO. INÉRCIA DA PARTE EM COMPROVAR O PAGAMENTO DAS CUSTAS DE DILIGÊNCIA DO OFICIAL DE JUSTIÇA. AUSÊNCIA DE PRESSUPOSTOS DE CONSTITUIÇÃO E DESENVOLVIMENTO VÁLIDO E REGULAR DO PROCESSO. PRECEDENTES DO TJCE. RECURSO CONHECIDO E DESPROVIDO. SENTENÇA MANTIDA. 1. Na hipótese, busca o apelante a reforma da sentença que extinguiu o feito sem resolução do mérito, por ausência de pressuposto de constituição e desenvolvimento válido e regular do processo, ante a sua inércia (certidão de fl. 162) para cumprir o despacho de fl. 157, o qual determinou que o autor comprovasse o recolhimento das custas de diligência do oficial de justiça, sob pena de extinção do feito. 2. Registre-se que a ordem do Julgador de origem tem como fundamento a Lei estadual nº 16.132/2016, item IX, da Tabela III de Custas Processuais. Ademais, é ônus das partes proverem as despesas processuais dos atos que realizarem ou requererem, nos termos do art. 82 do CPC. 3. Assim, verificando-se que a parte apelante não comprovou tempestivamente que realizou o devido pagamento das custas processuais, tem-se a regular extinção do feito, sem resolução do mérito, com base no inciso IV do art. 485 do CPC. 4. Recurso conhecido e desprovido. ACÓRDÃO Vistos, relatados e discutidos estes autos, acorda a 3ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade de votos, em conhecer do Recurso e negar-lhe provimento, nos termos do voto da Relatora. Fortaleza, data e hora da assinatura digital. CLEIDE ALVES DE AGUIAR Presidente do Órgão Julgador JUÍZA CONVOCADA VILMA FREIRE BELMINO TEIXEIRA PORT. 470/2024Relatora (Apelação Cível- 0239618-20.2023.8.06.0001, Rel. Desembargador(a) VILMA FREIRE BELMINO TEIXEIRA PORT. 470/2024, 3ª Câmara Direito Privado, data do julgamento: 15/05/2024, data da publicação: 16/05/2024) <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-

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	serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Ademais, ainda que restasse necessária a intimação pessoal , a Lei nº 11.419/2006, que disciplina a informatização do processo judicial, prevê a possibilidade de que esta seja feita por meio eletrônico e que será considerada pessoal para todos os efeitos legais. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Vejamos: <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> "A Art. 4º Os tribunais poderão criar Diário da Justiça eletrônico, disponibilizado em sítio da rede mundial de computadores, para publicação de atos judiciais e administrativos próprios e dos órgãos a eles subordinados, bem como comunicações em geral. <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (...) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> § 2º A publicação eletrônica na forma deste artigo substitui qualquer outro meio e publicação oficial, para quaisquer efeitos legais, à exceção dos casos que, por lei, exigem intimação ou vista pessoal. <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <div class="OutlineElement Ltr

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	SCXW229765644 BCX2" style="direction: ltr;"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (...) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Art. 5º As intimações serão feitas por meio eletrônico em portal próprio aos que se cadastrarem na forma do art. 2º desta Lei, dispensando-se a publicação no órgão oficial, inclusive eletrônico. <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (...) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> § 6º As intimações feitas na forma deste artigo, inclusive da Fazenda Pública, serão consideradas pessoais para todos os efeitos legais. <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> (...) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-

Processo	0229622-61.2024.8.06.0001
	weight: normal;" lang="PT-BR"> Art. 9º No processo eletrônico, todas as citações, intimações e notificações, inclusive da Fazenda Pública, serão feitas por meio eletrônico, na forma desta Lei. <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> § 1º As citações, intimações, notificações e remessas que viabilizem o acesso à íntegra do processo correspondente serão consideradas vista pessoal do interessa para todos os efeitos legais". <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Nessa mesma linha, o § 1º do art. 246 do CPC preleciona que: <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 11pt; font-style: normal; text-decoration: none; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> "(...) com exceção das microempresas e das empresas de pequeno porte, as empresas públicas e privadas são obrigadas a manter cadastro nos sistemas de processo em autos eletrônicos, para efeito de recebimento de citações e intimações, as quais serão efetuadas preferencialmente por esse meio". <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-

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	weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Da interpretação sistemática das normas supramencionadas, depreende-se que tanto as empresas privadas quanto as entidades da administração pública, direta ou indireta, devem proceder ao devido cadastramento em sistema eletrônico, viabilizando, assim, a realização de sua citação e intimação pessoal sem a necessidade de expedição de correspondências com aviso de recebimento para esse fim. </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Desse modo, as citações e intimações efetuadas por meio eletrônico são consideradas válidas e aperfeiçoadas no momento em que o destinatário acessa o ato processual no sistema PJe . Caso não ocorra a consulta dentro desse prazo, a intimação será tida como realizada automaticamente após o decurso de 10 (dez) dias corridos, conforme preceitua o art. 5º, § 3º, da Lei nº 11.419/2006. </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> A jurisprudência do Colendo Superior Tribunal de Justiça também possui entendimento no sentido de ser válida a intimação pessoal de forma eletrônica aos previamente cadastrados. Confiram-se: </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 11pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> "TRIBUTÁRIO. PROCESSUAL CIVIL. AGRAVO INTERNO NO RECURSO ESPECIAL. CÓDIGO DE PROCESSO CIVIL DE 2015. APLICABILIDADE. AUSÊNCIA DE COMBATE A FUNDAMENTOS AUTÔNOMOS DO ACÓRDÃO. APLICAÇÃO DO ÓBICE DA SÚMULA N. 283/STF. INTIMAÇÃO PESSOAL DO PROCURADOR FEDERAL, POR VIA ELETRÔNICA. INCIDÊNCIA DA SÚMULA N. 83/STJ. APLICAÇÃO DE MULTA. ART. 1.021, § 4º, DO CÓDIGO DE PROCESSO CIVIL DE 2015. INADEQUADA AO CASO CONCRETO. (...) III - E pacífico o entendimento no Superior Tribunal de Justiça segundo o qual de acordo com o § 6º do art. 5º da Lei 11.419/2006, as intimações feitas por meio eletrônico, em portal próprio, aos que se cadastrarem na forma do art. 2º desta Lei, inclusive a Fazenda Pública, serão consideradas pessoais, para todos os efeitos legais (...) V - Agravo Interno improvido. (AgInt no REsp n. 2.004.884/RJ, relatora Ministra Regina Helena Costa, Primeira Turma, julgado em 22/8/2022, DJe de 24/8/2022.)" <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 27px; font-

Processo	0229622-61.2024.8.06.0001
	family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 0px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 11pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Sobre o tema, confiram-se precedentes desta egrégia Corte de Justiça: </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px; padding-left: 0px; padding-right: 0px; text-indent: 96px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 10.6667px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 11pt; font-style: normal; line-height: 20.925px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> DIREITO PROCESSUAL CIVIL. APELAÇÃO CÍVEL. AÇÃO DE BUSCA E APREENSÃO (DECRETO-LEI 911/69). EXTINÇÃO DO PROCESSO POR ABANDONO DA CAUSA. INTIMAÇÃO PESSOAL. EQUIVALÊNCIA ENTRE INTIMAÇÃO ELETRÔNICA E INTIMAÇÃO PESSOAL. RECURSO DESPROVIDO. I. CASO EM EXAME Apelação interposta pela instituição financeira contra sentença que extinguiu o processo, sem resolução de mérito, por abandono da causa. A apelante alega que não foi previamente intimada pessoalmente, como exige o art. 485, § 1º, do CPC/2015, e pleiteia a anulação da sentença para o regular prosseguimento do feito. Há uma questão em discussão: determinar se a intimação realizada por meio eletrônico, via portal próprio, é válida e equiparável à intimação pessoal para fins de extinção do processo por abandono. A intimação realizada por meio eletrônico, via portal, equipara-se à intimação pessoal, nos termos do art. 5º, § 6º, da Lei nº 11.419/2006, aplicável ao processo judicial eletrônico. A parte autora foi regularmente intimada, por meio eletrônico, para dar andamento ao processo, mas permaneceu inerte, caracterizando o abandono da causa conforme previsto no art. 485, III, do CPC/2015. Precedentes corroboram a validade da intimação eletrônica como substituta da intimação pessoal. Recurso desprovido. Dispositivos relevantes citados: CPC/2015, art. 485, II, III e § 1º; Lei nº 11.419/2006, art. 5º, § 6º. Jurisprudência relevante citada: TJ-CE - AC: 01458979220158060001, Rel. Francisco Mauro Ferreira Liberato, Data de Julgamento: 12/04/2023, 1ª Câmara Direito Privado, Data de Publicação: 12/04/2023. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso para, no mérito, negar-lhe provimento nos termos do voto do Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR FRANCISCO MAURO FERREIRA LIBERATO Presidente do Órgão Julgador DESEMBARGADOR CARLOS AUGUSTO GOMES CORREIA Relator (Apelação Cível - 0201078-84.2023.8.06.0070, Rel. Desembargador(a) CARLOS AUGUSTO GOMES CORREIA, 1ª Câmara Direito Privado, data do julgamento: 04/09/2024, data da publicação: 04/09/2024 <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 20.925px; font-family: Arial, "Arial_EmbeddedFont",

Processo	0229622-61.2024.8.06.0001
	"Arial_MSFontService", sans-serif;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 0px 0px 10.6667px 144px; padding-left: 0px; padding-right: 0px; text-indent: 0px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 11pt; font-style: normal; line-height: 20.925px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> APELAÇÃO CÍVEL EM AÇÃO DE BUSCA E APREENSÃO. INSURGÊNCIA CONTRA SENTENÇA QUE EXTINGUIU O FEITO SEM RESOLUÇÃO DO MÉRITO POR ABANDONO DA CAUSA. INÉRCIA DA PARTE EXEQUENTE EM CUMPRIR DETERMINAÇÃO INDISPENSÁVEL AO PROSSEGUIMENTO DO PROCESSO. PRÉVIA INTIMAÇÃO PESSOAL, POR MEIO ELETRÔNICO, PARA DAR ANDAMENTO AO FEITO. REGULAR EXTINÇÃO FUNDADA NO ART. 485, III, DO CPC. RECURSO DESPROVIDO. ACÓRDÃO: Vistos, relatados e discutidos estes autos, acorda a 1ª Câmara Direito Privado do Tribunal de Justiça do Estado do Ceará, por unanimidade, em conhecer do recurso de apelação para lhe negar provimento, nos termos do voto do Desembargador Relator. Fortaleza, data da assinatura digital. DESEMBARGADOR JOSÉ RICARDO VIDAL PATROCÍNIO Relator (Apelação Cível - 0011053-56.2019.8.06.0070, Rel. Desembargador(a) JOSE RICARDO VIDAL PATROCÍNIO, 1ª Câmara Direito Privado, data do julgamento: 07/02/2024, data da publicação: 07/02/2024) <span class="EOP SCXW229765644 BCX2" style="font-size: 11pt; line-height: 20.925px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <span class="NormalTextRun SCXW229765644 BCX2"> <span class="NormalTextRun SCXW229765644 BCX2"> Por fim , os princípios da celeridade e da economia processual, ou igualmente da primazia da decisão de mérito, não possuem o condão de assegurar a paralisação do trâmite processual de forma indefinida, de sorte que o Judiciário não pode se submeter à vontade da parte que não indica endereço de localização do veículo ou não promove as providências cabíveis para o prosseguimento da demanda. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Assim, considerando que a instituição apelante integra o grupo de parceiros habilitados para a expedição eletrônica de comunicações processuais e que sua intimação pessoal foi regularmente efetuada por meio eletrônico, mostra-se irrepreensível o ato judicial que extinguiu o feito, nos termos do art. 485, inciso IV , do Código de Processo Civil, uma vez que <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> não restou verificado qualquer erro ou nulidade capaz de justificar a reforma do <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: italic; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> decisum <span class="TextRun SCXW229765644 BCX2"

Processo	0229622-61.2024.8.06.0001
	style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> . Logo, a questão não merece maiores digressões, devendo a sentença, tal como proferida, ser mantida por seus próprios fundamentos. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> 3. DISPOSITIVO <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;" lang="PT-BR"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Diante de todo o exposto, CONHEÇO DA APELAÇÃO PARA NEGAR-LHE PROVIMENTO, prezando pela manutenção da sentença, pelos seus próprios fundamentos. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> Fortaleza, data e hora da assinatura digital. <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: justify; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 94px;"> <span class="TextRun SCXW229765644 BCX2" style="color: #000000; font-size: 12pt; font-style: normal; text-decoration: none; line-height: 36px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR">

Processo	0229622-61.2024.8.06.0001
	weight: normal;" lang="PT-BR"> Relatora <span class="EOP SCXW229765644 BCX2" style="font-size: 12pt; line-height: 27px; font-family: Arial, "Arial_EmbeddedFont", "Arial_MSFontService", sans-serif; color: #000000;"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> AM </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> </p> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-

Processo	0229622-61.2024.8.06.0001
	weight: normal;" lang="PT-BR"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 16px 0px 0px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; font-style: normal; line-height: 18px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif; font-weight: normal;" lang="PT-BR"> <p class="Paragraph SCXW229765644 BCX2" style="font-weight: normal; font-style: normal; vertical-align: baseline; background-color: transparent; color: windowtext; text-align: left; margin: 0px 0px 10.6667px; padding-left: 0px; padding-right: 0px; text-indent: 0px;"> <span class="TextRun SCXW229765644 BCX2" style="font-size: 12pt; line-height: 20.925px; font-family: Aptos, "Aptos_EmbeddedFont", "Aptos_MSFontService", sans-serif;" lang="PT-BR">

Processo	0200074-91.2024.8.06.0097
Número de ordem	64
Órgão julgador	2º Gabinete da 3ª Câmara de Direito Privado
Órgão julgador colegiado	3ª Câmara de Direito Privado
Relator	CLEIDE ALVES DE AGUIAR

Processo	0200074-91.2024.8.06.0097
Classe judicial	APELAÇÃO CÍVEL
Assunto principal	Empréstimo consignado
Polo ativo	PEDRO SOARES SOBRINHO
Advogado(s) - Polo ativo	FRANCISCO REGIOS PEREIRA NETO - (CE25034-A)
Polo passivo	BANCO ITAU CONSIGNADO S.A ITAU UNIBANCO S.A.
Advogado(s) - Polo passivo	ENY ANGE SOLEDADE BITTENCOURT DE ARAUJO - (BA29442-A)
Terceiros	BANCO ITAU VEICULOS S.A. ITAU UNIBANCO S.A. MINISTERIO PUBLICO DO ESTADO DO CEARA
Acordão	