

In the name of the King

judgement

AMSTERDAM DISTRICT COURT

Civil law

Case number: C/13/766933 / HA ZA 25-896

Judgment of 9 September 2026

in the case of

MILIEUDEFENSIE ASSOCIATION.

in Amsterdam,
the claimant,
hereinafter referred to as: Milieudefensie,
lawyer: Mr R.H.J. Cox,

against

1. ING GROEP N.V.,

in Amsterdam,

2. ING BANK N.V.

in Amsterdam,
defendants,
hereinafter collectively referred to as: ING,
lawyer: D.C. Roessingh, LL.M.

1. The proceedings

1.1. The course of the proceedings is set out in:

- the writ of summons dated 28 March 2025, with exhibits MD-001 to MD-239.
- the statement of defence, with exhibits ING-001A to ING-348.
- the statement on admissibility on the part of Milieudefensie.
- the statement of defence regarding Article 1018c(5) and the applicability of Articles 1018e, 1018f and 1018g of the Code of Civil Procedure on the part of ING.

1.2. The parties have agreed that, on the basis of the aforementioned procedural documents and without an oral hearing, judgment will be delivered today on the admissibility of Milieudefensie's claim.

2. Introduction

2.1. These proceedings concern the collective action brought by Milieudefensie, in which Milieudefensie acts as an advocate for the interests of current and future generations of Dutch residents in relation to a liveable climate and a sustainable society. Milieudefensie argues that, as a major systemic bank, ING bears shared responsibility for limiting global warming to 1.5°C and therefore demands, amongst other things, that ING take measures to this end.

2.2. This interim judgment concerns the question of whether Milieudéfensie meets the admissibility requirements applicable to a claimant in proceedings under the Mass Claims Settlement Act (Wamca).

2.3. The court finds that Milieudéfensie's claim is admissible and explains its reasoning below. The next steps in the proceedings are also discussed.

3. The assessment

I. The conditions for admissibility

3.1. The court first of all finds that the prescribed formalities as referred to in Article 1018c(2) of the Code of Civil Procedure (Rv) have been complied with: the summons was duly entered in the central register for collective actions, and the entry was accompanied by an extract from the summons.

3.2. Pursuant to Article 1018c(5) of the Code of Civil Procedure, the substantive examination of Milieudéfensie's collective claim may only take place if and after the court has ruled that:

- A. Milieudéfensie meets the admissibility requirements of Article 3:305a(1) to (3) of the Civil Code (BW), whereby the requirements of paragraph 2(a) to (e) need not be met pursuant to the provisions of paragraph 6 of that article:
- B. Milieudéfensie has demonstrated to a sufficient degree that bringing this collective claim is more efficient and effective than bringing an individual claim, in that the factual and legal issues to be resolved are sufficiently common, the number of persons whose interests the claim is intended to protect is sufficient and, if the claim is for damages, that they have, either individually or collectively, a sufficiently substantial financial interest:
- C. there is no prima facie evidence of the invalidity of the collective claim at the time the proceedings are brought.

A. The admissibility requirements of Article 3:305a of the Dutch Civil Code

3.3. A foundation or association with full legal capacity may bring a legal action aimed at protecting the similar interests of other persons, provided that it represents those interests in accordance with its articles of association and that the interests are sufficiently safeguarded (Article 3:305a(1) and (2) of the Dutch Civil Code).

3.4. Pursuant to Article 3:305(6) of the Dutch Civil Code, the requirements of Article 3:305a(2)(a) to (e) need not be met if the legal action is brought for an idealistic purpose. This is the case where the action is a so-called public interest action. These proceedings constitute a public interest action: the parties are in agreement on this point. Consequently, the simplified regime of Article 3:305a(6) of the Dutch Civil Code applies, and the requirements of Article 3:305a(2)(a) to (e) of the Dutch Civil Code are not taken into account in the assessment.

The interests that Milieudéfensie is defending are sufficiently similar (Article 3:305a(1) of the Dutch Civil Code)

3.5. One of the conditions for admissibility is that the interests which Milieudéfensie is defending in this case must lend themselves to consolidation, so that efficient and effective legal protection can be promoted.

3.6. In this case, Milieudéfensie is defending the interests of current and future generations of Dutch residents. Their shared interest is to prevent severe climate change by limiting global warming to the so-called 1.5°C limit set out in the Paris Agreement.

3.7. Case law has already confirmed that defending the interests of present and future generations of Dutch residents in limiting (severe) climate change is sufficiently similar, within the meaning of Article 3:305a(1) of the Dutch Civil Code.¹ This is no different in this case, and the parties do not dispute this either.

Milieudéfensie's articles of association are consistent with the interests it represents (Article 3:305a(1) of the Dutch Civil Code)

3.8. In addition to the requirement of similarity, the requirement relating to the articles of association is one of the conditions for admissibility. This means that Milieudéfensie's articles of association must be consistent with the interests it is defending in this collective action.

3.9. Milieudéfensie's statutory objective reads as follows: *"The association's objective is to contribute to the resolution and prevention of environmental problems and the preservation of cultural heritage, as well as to strive for a sustainable society, all this at global, national, regional and local levels, in the broadest sense, and all in the interests of the association's members and in the interests of the quality of the environment, nature and the landscape in the broadest sense for present and future generations."* The interests that Milieudéfensie is defending in this case fall within its statutory purpose. Furthermore, it is established that Milieudéfensie does in fact defend the interests it is mandated to represent under its articles of association. This satisfies the requirement set out in Article 3:305a(1) of the Dutch Civil Code.

The interests are sufficiently safeguarded (Article 3:305a(1) and (2) of the Dutch Civil Code)

3.10. The interests which the representative defends in a collective action must be sufficiently safeguarded, as required by Article 3:305a(1) of the Dutch Civil Code. This is the case where the legal person is sufficiently representative, having regard to its membership base and the scale of the claims represented (Article 3:305a(2) of the Dutch Civil Code).

3.11. Milieudéfensie has argued that it is sufficiently representative and has provided grounds for this. ING has contested this and argues, amongst other things, that Milieudéfensie is not representative because (i) Milieudéfensie provides its members with insufficient and inaccurate information

¹ Court of Appeal, The Hague, 12 November 2024, ECLI:NL:GHDHA:2024:2099 and District Court, The Hague, 25 September 2024, ECLI:NL:RBDHA:2024:14834

and (ii) the interested parties would derive no benefit from any upholding of Milieudefensie's claims.

3.12. The assessment of whether an advocate is representative can be approached quantitatively, with the size of the constituency and the scale of the claims represented playing a role. However, this public interest action concerns the representation of general interests that cannot be individualised and that relate to a large group of persons that is diffuse and indeterminate. This makes it difficult to apply the quantitative approach. Another approach is the qualitative approach: this involves assessing the representative's suitability to defend the interests that are the subject of the proceedings. Questions that may be relevant to the qualitative approach include: does the representative genuinely defend the interests of the group of aggrieved parties, and is that representative deemed capable of bringing the proceedings to a successful conclusion?² The representative must be able to demonstrate that it can be regarded as an adequate spokesperson for the group it represents.³

3.13. Milieudefensie has sufficiently demonstrated that it is an adequate voice for the group it represents and that it has a sufficient 'support base', thereby satisfying the representativeness requirement. This is evident, firstly, from its decades-long commitment to climate issues and sustainable development, its *track record* in other collective actions, its collaborations with and support from other advocacy organisations, and its more than 100,000 members and donors. Furthermore, by March 2025, Milieudefensie had received nearly 30,000 expressions of support for these proceedings against ING.

3.14. The first point raised by ING regarding representativeness is that Milieudefensie is not representative because it provides its supporters with insufficient and inaccurate information. According to ING, this means it cannot be established that Milieudefensie enjoys the required support from its supporters. The court does not agree with this. An advocacy organisation may not be representative if it misleads its supporters by providing incorrect information. That is not the case here. According to ING, Milieudefensie misleads its supporters because it paints a picture that ING itself emits greenhouse gases, rather than ING's customers. However, the documents provided by Milieudefensie on its website – including public summaries – state quite clearly that the issue concerns ING's responsibility for 'scope 3' emissions, which result from ING's activities as a financial institution but arise elsewhere in the value chain, such as the greenhouse gas emissions from (financed or facilitated) economic activities of ING's (business) customers. Partly in view of this provision of information and given that it is common knowledge amongst the general public that ING is a bank, it is not plausible that the public would assume that ING itself directly emits all the emissions highlighted by Milieudefensie. Furthermore, ING quotes a question on Milieudefensie's website asking whether the (savings) money of ING's customers is still safe, to which Milieudefensie replies that it does not focus on the savings of ING's (retail) customers. At an earlier stage, Milieudefensie also referred to mortgages in its answer to this question, but that reference

² Parliamentary Papers II 2017/18, 34608, No. 6; Parliamentary Papers II 2016/17, 34608, No. 3

³ District Court of The Hague, 15 November 2023. ECLI:NL:RBDHA:2023:17145 and District Court of Amsterdam, 7 June 2023. ECLI:NL:RBAMS:2023:3499

which it removed after submitting its statement of defence. In another section of the website, Milieudéfensie provides a more detailed answer to the question of what the upholding of Milieudéfensie's claims would mean for the mortgages of ING's private customers, an answer which ING has also quoted. The court does not share ING's view that the answers to these two questions could lead ING's customers to conclude that its entire constituency (namely current and future generations of Dutch residents) is being misled. Furthermore, Milieudéfensie has sufficiently demonstrated that it is keeping its supporters fully informed about the proceedings by making correspondence and court documents available in full, as well as publishing summaries accessible to the public.

3.15 The second point raised by ING to support its argument that Milieudéfensie's claim should be declared inadmissible is that the interested parties on whose behalf Milieudéfensie is acting in these proceedings would derive no benefit from a potential successful claim. Upholding Milieudéfensie's claims would not lead to a reduction in actual greenhouse gas emissions into the atmosphere, but only to a reduction (on paper) in reported emissions. As the interested parties would not benefit from the claims, their interests are not adequately represented. According to ING, the admissibility phase must assess whether granting the claims would serve the alleged interest. In support of this, it refers to the Explanatory Memorandum to the WAMCA, which points out that, when assessing admissibility, the WAMCA merely introduces additional admissibility conditions but otherwise makes no changes to the WAMCA's predecessor, the Collective Settlement of Mass Claims Act (WCAM)⁴. Furthermore, the Explanatory Memorandum to the Act amending the WCAM states that it must be assessed whether interested parties will ultimately benefit from the collective action if the claims are upheld.⁵ According to ING, this requirement therefore also applies under the WAMCA. And because Milieudéfensie's claims do not lead to a physical reduction in emissions, stakeholders do not benefit from them, ING maintains.

3.16 The court does not agree with ING on this point. ING's interpretation of the benefit requirement set out in the Explanatory Memorandum to the Act amending the WCAM does not correspond to the legislator's intention in that regard. The quotation from the Explanatory Memorandum to the WCAM to which ING refers states that, in the event of a dispute as to whether the benefit requirement has been met, two key questions must be answered, namely

1. to what extent will the parties concerned ultimately benefit from the collective action if the claim is upheld, and
2. to what extent can it be relied upon that the claimant organisation possesses sufficient knowledge and skills to conduct the proceedings.

The Explanatory Memorandum then goes on to identify factors that may play a role in answering these questions, namely

- a. what other activities has the organisation undertaken to promote the interests of those concerned, and has the organisation actually been able to achieve its objectives in the past?

⁴ Parliamentary Papers II 2016/17. 34 608, no. 3

⁵ Parliamentary Papers II 2011/2012. 33 126, no. 3

- b. in the case of an ad hoc organisation, whether it was established by an existing organisation that has successfully represented the interests of those concerned in the past,
- c. how many affected parties are members of the organisation and to what extent do they support the collective action, and
- d. whether the organisation complies with the principles set out in the Claims Code.⁶

3.17. It follows from this that the benefit requirement is directed at the claims foundation itself and not so much at the claims brought by the claims foundation. It has been included in the WCAM as an assessment framework to prevent commercially driven foundations. See also the Explanatory Memorandum on this point:

“1. In the general section of this explanatory memorandum, I have pointed out that a presumably significant cause of the sharp rise in the number of ad hoc foundations is the virtually unrestricted access to the courts pursuant to Article 3:305a of the Dutch Civil Code. As the motives behind these foundations are not infrequently purely commercially driven, there is reason to impose stricter eligibility requirements. It is therefore proposed that, for a collective action to be admissible, the interests of the persons on whose behalf the collective action is brought must be sufficiently safeguarded. (...)”

The examples cited are, at least in part, included in the WAMCA as requirements to be assessed⁷. The fact that it must also be separately verified whether interested parties stand to benefit from the claims brought does not follow either from the WAMCA itself or from the legislative history. Nor is it at issue that Milieudedefensie is pursuing its own commercially driven motives.

3.18. Nor, for that matter, does the court agree with ING on this point. Through its claims, Milieudedefensie seeks to ensure that ING makes its contribution to achieving the 1.5°C limit set out in the Paris Agreement. There can be no doubt that Milieudedefensie’s supporters stand to benefit from this. The question of whether Milieudedefensie’s claims can actually lead to this outcome – which ING disputes – requires a substantive assessment of these claims and goes beyond the scope of the question of whether Milieudedefensie’s action is admissible. See also the judgment of the Court of Appeal in The Hague in the proceedings brought by Milieudedefensie against Shell, in which the Court of Appeal considered, during its substantive examination, that Milieudedefensie had no legal interest in (part of) its claims because the order sought was not effective with regard to Scope 3 emissions.⁸

Other admissibility requirements

3.19. Pursuant to Article 3:305a(3), a legal person bringing a collective action is admissible only if:

- (a) the directors involved in the incorporation of the legal person, and their successors, have no direct or indirect profit motive to be realised through the legal person (sub-paragraph (a)).

⁶ Amsterdam District Court, 9 December 2020, ECLI:NL:RBAMS:2020:6122 and The Hague District Court, 6 August 2025, ECLI:NL:RBDHA:2025:15048

⁷ Judgment of 30 January 2026, ECLI:NL:PHR:2026:129

⁸ Court of Appeal, The Hague, 12 November 2024. ECLI:NL:GHDHA:2024:2099

- (b) the legal claim has a sufficiently close connection with the Dutch legal sphere (sub-paragraph (b)).
- c) in the given circumstances, the legal person has made sufficient efforts to achieve the relief sought by entering into consultation with the defendant (sub-paragraph c)

3.20. Milieudefensie has sufficiently demonstrated that it meets these requirements. ING has not contested this either.

B. Bringing this collective action is more efficient and effective (Article 1018c(5)(b) of the Code of Civil Procedure)

3.21. It is not in dispute that Milieudefensie has made a sufficiently plausible case that bringing this collective claim is more efficient and effective than bringing individual claims. The factual and legal issues to be resolved are sufficiently common, and the number of persons whose interests the claim seeks to protect is sufficiently large. The court sees no reason to rule otherwise on this matter of its own motion.

C. Not summarily found to be unfounded (Article 1018c(5)(c) of the Code of Civil Procedure)

3.22. It is not in dispute that the collective claim was not summarily found to be unfounded at the time the proceedings were brought. The court sees no reason to rule otherwise on this matter of its own motion.

3.23. It follows from the foregoing that Milieudefensie and the claims it has brought satisfy the WAMCA admissibility requirements.

II. Next steps

3.24. Pursuant to Articles 1018e, 1018f and 1018g of the Code of Civil Procedure, the court must take a number of decisions before the case is assessed further on its merits. In summary, these concern the following points:

- a) the appointment of an exclusive representative (Article 1018e(1) of the Code of Civil Procedure).
- b) assessing the precise scope of the collective action and the narrowly defined group of persons on whose behalf the exclusive representative acts in this collective action (Article 1018e(2) of the Code of Civil Procedure),
- c) setting the time limit for so-called 'opt-out' and, where applicable, 'opt-in' (Article 1018f(1) and (5) of the Code of Civil Procedure), whereby the court shall in any event designate one or more newspapers in which the relevant information regarding the opt-out (and opt-in) is to be published (Article 1018f(3) of the Code of Civil Procedure), and
- d) setting a time limit for attempting to reach a settlement (Article 1018g of the Code of Civil Procedure).

3.25. The purpose of the provisions referred to under (b) and (c) is to enable a determination to be made as to who may and who may not opt out of the judgment. Defining a narrowly defined group is problematic in this case: as discussed earlier, the group in question is large, diffuse and indeterminate. Furthermore, it is difficult to conceive of anyone withdrawing from a judgment in the case of claims in the public interest. Therefore, the provisions referred to under b and c are not applied in this case.

3.26. No (other) interest groups have come forward in this case. Partly in view of the nature of the collective claim, there is no reason to appoint an exclusive representative. Consequently, the provision referred to under (a) is not applied.

3.27. The parties have not indicated any need to set a time limit for attempting to reach a settlement. This provision is therefore also set aside.

3.28. The court now proceeds to the substantive assessment of the case. On 11 May 2026, the court informed the parties that Milieudéfensie's request to reconsider the decision on the number of hearing days would be deferred until after the present judgment. That reconsideration has resulted in the number of hearing days (two) not being amended. However, the court requires a further written explanation prior to the oral hearing. The case will therefore be referred for reply and rejoinder. Milieudéfensie is requested to confine itself to the eight themes set out in its letter of 29 April 2026.

3.29. The number of pages in both sets of submissions will be limited to 100, with the page layout governed by Article 3.28 of the National Rules of Procedure for Civil Summonses. Milieudéfensie is granted 12 weeks to submit its reply. In view of the Christmas and New Year holidays, ING will be granted a period of 13 weeks to submit its rejoinder.

3.30. The foregoing means that the case is set for the hearing on 2 December 2026 for Milieudéfensie to submit its reply, after which ING will be given the opportunity to submit its rejoinder at the hearing on 3 March 2027. The oral hearing will take place in the second half of the second quarter of 2027. To this end, the parties will be asked at a later date to provide details of any dates on which they are unavailable.

3.31. Any further decision is reserved.

4. The decision

The court

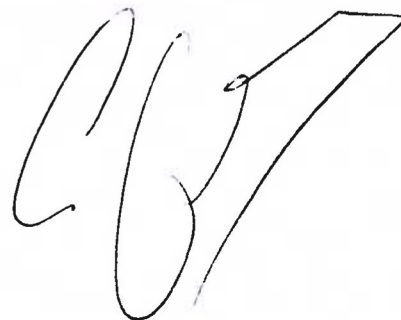
4.1. declares Milieudéfensie's collective claims to be admissible.

4.2. places the case on the list for 2 December 2026 for Milieudéfensie to submit its reply, and to the roll of 3 March 2027 for ING to submit its rejoinder,

4.3. reserves all further decisions.

This judgment was delivered by L. Voetelink, A.C. Bordes and M.E.M. James-Pater,
assisted by F.A. Nusman as registrar, and pronounced in open court on 9 September 2026.

The registrar is unable
to co-sign
this judgment



ISSUED IN ORIGINAL
The Registrar of the
District Court of
Amsterdam

ROSSE
