



Vastuvõtmise kuupäev : 27/07/2026

Case C-604/26 *

Summary of the request for a preliminary ruling pursuant to Article 98(1) of the Rules of Procedure of the Court of Justice

Date lodged:

4 June 2026

Referring court:

Sofiyski rayonen sad (Bulgaria)

Date of the decision to refer:

4 June 2026

Applicant:

Universitetska Parva MBAL – Sofia ‘Sv. Yoan Krastitel’ EAD

Defendant:

I.S.S.

Subject matter of the main proceedings

The Sofiyski rayonen sad (Sofia District Court, Bulgaria) is hearing, at first instance, the action brought by a hospital against a doctor who has ceased working for it for non-performance of the contract concluded between them concerning vocational upskilling and the acquisition of a specialist medical qualification, which required the doctor to work at the hospital for five years following her upskilling programme.

Questions referred for a preliminary ruling

1. Must Article 45 TFEU be interpreted as meaning that a contractual term in a vocational upskilling contract which requires a person undergoing upskilling (a trainee specialised doctor) who terminates his or her employment before the expiry of a certain period of time following acquisition of a specialist medical qualification to reimburse the training costs and pay a contractual

* Language of the case: Bulgarian.

- penalty constitutes a restriction on freedom of movement for workers where the mechanism provided for could discourage that worker from taking up employment in another Member State?
2. Must Article 45 TFEU be interpreted as meaning that the term ‘worker’ includes those who provide services in the context of a vocational upskilling contract concluded between a medical institution and a person undergoing upskilling (a trainee specialised doctor)?
 3. Must Article 45 TFEU, read in conjunction with Articles 15, 31 and 5 of the Charter of Fundamental Rights of the European Union, be interpreted as precluding case-law which upholds the validity of a liability clause under which the doctor, in the event of non-performance of his or her obligation to continue working for the employer for five years following his or her acquisition of the specialist medical qualification, is required to reimburse all training costs and to pay a contractual penalty equal to two months’ salary, plus statutory interest accrued on those amounts, if such a term
 - (a) may constitute a restriction on freedom of movement for workers;
 - (b) could affect the right to freely choose and pursue an occupation;
 - (c) could subject the person concerned to disadvantageous and disproportionate working conditions; and/or
 - (d) could constitute an element of coercion, which would be incompatible with the prohibition of forced labour?
 4. Must the term ‘consumer’ in Article 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts be interpreted as meaning that a person undergoing upskilling (a trainee specialised doctor) who has concluded a vocational upskilling contract with a medical institution (which is a single person joint-stock company which, in addition to providing medical services, also engages in teaching and research and provides vocational training for students and postgraduate programmes for medical professionals), and who was not practising the specialism in question on a professional basis when the contract was concluded, must be considered a consumer[?]
 5. Must Articles 3, 6(1) and 7(1) of Directive 93/13 be interpreted as precluding national case-law according to which a term in a vocational upskilling contract concluded between a medical institution and a person undergoing upskilling (a trainee specialised doctor) which, in the event of termination of employment before expiry of the five-year period following acquisition of the specialist medical qualification, provides for an obligation to pay (a) all the training costs, bearing in mind that the trainee specialised doctor provided services during and after the training programme on the basis of the knowledge and skills acquired, (b) a contractual penalty equal to

two months' salary and (c) statutory interest accrued on those amounts if the national court concludes that the contractual penalty is cumulative may only be reduced by the national court rather than being disapplied in its entirety vis-à-vis the consumer?

6. Must Article 3(1) of Directive 93/13, read in conjunction with Articles 4(1) and 5 thereof, be interpreted as meaning that an agreement in a contract between a medical institution and a consumer who is a person undergoing upskilling (a trainee specialised doctor) under which (a) when the contract is concluded, the specific or maximum amount of the penalty due in the event of non-performance is not established and the consumer is unable to ascertain or calculate it by clear and comprehensible means, (b) a penalty is provided for in an amount determined in proportion to the trainee specialised doctor's future remuneration and (c) the amount of the contractual penalty increases as the time between non-performance and the end of the agreed term decreases – that is to say, when a smaller proportion of the obligation has yet to be performed, the contractual penalty rises rather than reducing in line with the remaining term – constitutes an 'unfair term'?
7. Must the criteria for assessing whether a contractual term is unfair and whether it infringes the principles of deterrence and effectiveness which the Court of Justice of the European Union has established in its case-law on consumer protection relating to the interpretation of Directive 93/13 be applied when examining terms concerning the liability of a person undergoing upskilling pursuant to a contract concerning vocational upskilling and the acquisition of a specialist medical qualification[?]
8. If Questions 4, 5, 6 and 7 above are answered in the negative, must the criteria for assessing whether a contractual term is unfair and whether it infringes the principles of deterrence and effectiveness which the Court of Justice has established in its case-law on consumer protection relating to the interpretation of Directive 93/13 likewise be applied when examining the effectiveness of the term concerning the liability of a person undergoing upskilling pursuant to a contract concerning vocational upskilling and the acquisition of a specialist medical qualification[?]

Provisions of law relied on

Provisions of national law

- 1 Article 234 of the Kodeks na truda (Labour Code):

‘Vocational upskilling and reskilling contracts

(1) The parties to an employment contract may conclude a contract concerning the worker's vocational upskilling or acquisition of a qualification in another profession or field (reskilling).

...

(3) In a contract concluded under paragraph 1, the parties may agree the following:

1. an obligation on the worker to work for the employers for a specified period which must not exceed five years;
2. liability in the event of non-completion of the training or non-performance of the obligations set out in point 1.’

2 Article 237 of the Labour Code:

‘Employment contract following initial training

Following completion of initial training on the basis of a contract concluded under the present chapter, the employment relationship between the parties shall be governed by an employment contract or by a corresponding amendment to the existing employment contract.’

3 Article 326(1) of the Labour Code:

‘(1) The worker may terminate the employment contract by giving the employer notice in writing.’

4 Article 9 of the Zakon za zadalzhniata i dogovorite (Law on obligations and contracts; ‘the ZZD’):

‘The parties may freely determine the content of the contract, provided that it is not contrary to mandatory legal provisions and accepted principles of morality.’

5 Article 26(1) of the ZZD:

‘Contracts which contravene or circumvent the law and contracts which offend against moral standards, including contracts concerning anticipated inheritances, shall be null and void.’

6 Article 82 of the ZZD:

‘Compensation for damage shall comprise the losses sustained and profits lost as a direct and immediate consequence of non-performance if they were foreseeable at the time when the obligation arose. However, if the debtor acted in bad faith, he or she shall be liable for any direct and immediate damage.’

7 Article 92 of the ZZD:

‘(1) The purpose of a contractual penalty shall be to ensure the fulfilment of the contractual obligation and to make good the damage resulting from the breach of

contract without it being necessary to establish proof of that damage. The creditor may also claim higher damages.

(2) If the amount of the penalty is disproportionate to the damage or if the obligation has been incorrectly or only partially fulfilled, the court may reduce the penalty.'

Provisions of European Union law

Treaty on the Functioning of the European Union (TFEU) – Article 45 (freedom of movement for workers)

Charter of Fundamental Rights of the European Union – Articles 5, 15 and 31 (prohibition of slavery and forced labour, freedom to choose an occupation and right to engage in work, and fair and just working conditions)

Directive 2005/36/EC of the European Parliament and of the Council of 7 September 2005 on the recognition of professional qualifications, as amended by Directive 2013/55/EU – Article 2 (scope) and Article 25 (specialist medical training)

Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts – recitals 10, 13 and 16 and Articles 1, 2, 3, 4, 5, 6 and 8

Succinct presentation of the facts and procedure in the main proceedings

- 8 By employment contract No 11 of 21 January 2019, the defendant was hired to work in the cardiology department of the applicant's internal medicine clinic. On 23 January 2019, the parties also concluded a vocation upskilling contract within the meaning of Article 234(1) of the Labour Code ('the contract'), which required the applicant to organise the defendant's four-year upskilling in the field of cardiology and required the defendant to follow and successfully conclude the upskilling programme and obtain the specialist medical qualification of a cardiologist.
- 9 The applicant guaranteed practical training in the various modules which were carried out in other medical institutions during the training period. The defendant successfully obtained the specialist medical qualification of a cardiologist. Thereupon, the parties concluded employment contract No 7 of 3 January 2024, by which the defendant was hired to work in the position of cardiologist with the applicant company.
- 10 On 17 October 2024, the defendant submitted written notice of termination of employment, which took effect on 16 January 2025.
- 11 On 15 April 2025, the applicant sent the defendant a formal notice by notarial act requesting payment within seven days of all amounts due as a result of non-

performance of the contract. To date, the defendant has not paid the amounts claimed by the applicant.

- 12 The applicant has brought before the referring court an action for reimbursement of the costs of the defendant's upskilling in connection with her acquisition of the specialist medical qualification of a cardiologist and an action for payment of a contractual penalty, plus the statutory interest accrued on both amounts, for non-performance of the defendant's contractual obligation to work for the applicant company for five years.

The essential arguments of the parties to the main proceedings

- 13 The applicant argues that it has fulfilled all its obligations under the contract exercising due commercial care.
- 14 It claims that the defendant ought to have worked at the medical institution as a cardiologist from 1 January 2024 to 1 January 2029. The applicant submits that that obligation has not been fulfilled, as the defendant submitted written notice of termination of employment on 17 October 2024, which took effect on 16 January 2025, the resultant period of non-performance therefore comprising 17 January 2025 to 1 January 2029.
- 15 The applicant asserts that, having failed to fulfil its contractual obligation, the defendant owes the applicant company reimbursement of the amount invested in her training and a contractual penalty equal to two months' salary as a cardiologist.
- 16 In her statement of defence, the defendant disputes the asserted claims as unfounded and unsubstantiated. She argues that the contractual term concerning the contractual penalty is unlawful, unclear and contradictory. She considers that the contractual penalty agreed comprises only the amount invested in the trainee specialised doctor's training plus the statutory interest accrued on that amount.
- 17 The defendant submits, moreover, that the amounts claimed do not correspond to actual damage sustained by the employer and payment of them would constitute unjust enrichment. She argues that her reskilling was funded by the State in accordance with the provisions of Bulgarian law and she therefore does not owe the amount claimed by the applicant for reimbursement of training costs. That amount, she asserts, was granted to the applicant company by the Ministerstvo na zdraveopazvaneto (Ministry of Health, Bulgaria).
- 18 The defendant also complains that the employer gave her no opportunity to work fully in accordance with the specialist medical qualification she had acquired and forced her to work as an internist.

Reasons for the reference for a preliminary ruling

- 19 In the context of examining the pending proceedings, the Sofia District Court has a fundamental obligation to guarantee the full effectiveness of EU law by assessing whether the provisions of the Labour Code and their interpretation by the Varhoven kasatsionen sad (Supreme Court of Cassation, Bulgaria) are consistent with the principles of freedom of movement for workers, freedom of occupation and, if applicable, consumer protection.
- 20 First, the question arises whether a trainee specialised doctor who has concluded a vocational upskilling contract within the meaning of Article 234 of the Labour Code and is moreover party to an employment contract concluded with the same medical institution for the position of trainee specialised doctor must be classified as a ‘worker’ within the meaning of the case-law of the Court of Justice relating to the interpretation of the Treaty on the Functioning of the European Union (‘TFEU’).
- 21 In the view of the referring court, Article 45 TFEU is applicable to the present case as the person occupying the position of trainee specialised doctor falls within the autonomous definition of the term ‘worker’ in EU law even if the vocational upskilling contract is not an employment contract under national law.
- 22 The Court of Justice has consistently held that the essential feature of an employment relationship is that for a certain period of time one person performs services for and under the direction of another person in return for remuneration. The Court considers that the concept of ‘worker’ must not be interpreted narrowly on the basis of national definitions. Any person who pursues activities which are real and genuine, to the exclusion of activities on such a small scale as to be regarded as purely marginal and ancillary, must be regarded as a ‘worker’ (judgments of 17 March 2005, *Kranemann*, C-109/04, EU:C:2005:187; of 3 July 1986, *Lawrie-Blum*, 66/85, EU:C:1986:284, paragraphs 16 and 17; of 26 February 1992, *Bernini*, C-3/90, EU:C:1992:89, paragraph 14; and of 7 September 2004, *Trojani*, C-456/02, EU:C:2004:488, paragraph 15).
- 23 In its judgment of 17 March 2005, *Kranemann* (C-109/04, EU:C:2005:187), the Court explicitly notes that trainee lawyers, given that they carry out genuine and effective activity as an employed person, must be considered to be workers within the meaning of Article 48 of the Treaty. Paragraph 13 states that, as regards those undergoing a traineeship, the fact that the traineeship may be regarded as practical preparation directly related to the actual pursuit of the occupation in point is not a bar to the application of Article 48 of the Treaty if the training period is completed under the conditions of genuine and effective activity as an employed person.
- 24 The prevailing case-law in Bulgaria holds that the liability for damages of a person undergoing upskilling in the context of a vocational upskilling contract within the meaning of Article 234 of the Labour Code comes under freedom of contract as governed by Article 9 of the ZZD and is not a matter of employment

law; accordingly, the national courts do not treat those undergoing upskilling as workers and do not apply the more rigorous worker protection requirements.

- 25 However, EU law requires the national court to look beyond the formal designation of the contract. If a doctor is a trainee specialist, is bound by direction in a relationship of dependence and receives remuneration, he or she is a worker. In its judgment of 31 May 1989, *Bettray* (344/87, EU:C:1989:226), the Court emphasises that only activities which are ‘purely marginal and incidental’ may be exempt from that rule. The activities of a doctor in a large university hospital are undoubtedly genuine and effective work, so the protection provided for in Article 45 TFEU applies.
- 26 It should be noted that Article 25(3) of Directive 2005/36/EC expressly provides that specialist medical training entails participation in the full range of medical activities of the department where the training is given, including duty on call, in such a way that the trainee specialist devotes all his professional activity to his practical and theoretical training throughout the entire working week and throughout the year, in accordance with the procedures laid down by the competent authorities. The directive moreover expressly requires that these posts be the subject of appropriate remuneration.
- 27 Trainee specialised doctors are included in the duty roster, take on-call shifts, carry out medical procedures and bear responsibility. It would be wrong to deny that trainee specialised doctors enjoy the protection provided for in Article 45 TFEU, as their practical training includes a genuine contribution to the activity of a medical institution.
- 28 The second question is whether a term in a vocational upskilling contract between a medical institution and a trainee specialised doctor (between whom an employment contract has also been concluded) under which the doctor, in the event of non-performance of her obligation to continue working for the employer for five years following her acquisition of the specialist medical qualification, is required to pay the training costs and a contractual penalty equal to two months’ salary infringes the principle of freedom of movement for workers enshrined in Article 45 TFEU.
- 29 The judgment of 16 March 2010, *Olympique Lyonnais* (C-325/08, EU:C:2010:143), which was delivered in connection with a training contract concluded between a professional football club and a young professional player (‘joueur espoir’), established that Article 45 TFEU does not preclude a scheme which, in order to attain the objective of encouraging the recruitment and training of young players, guarantees compensation to the club which provided the training if, at the end of his training period, a young player signs a professional contract with a club in another Member State, provided that the scheme is suitable to ensure the attainment of that objective and does not go beyond what is necessary to attain it. A scheme such as the one at issue in the main proceedings, under which a ‘joueur espoir’ who signs a professional contract with a club in another

Member State at the end of his training period is liable to pay damages calculated in a way which is unrelated to the actual costs of the training, is not necessary to ensure the attainment of that objective.

- 30 In its judgment of 4 October 2024, *FIFA* (C-650/22, EU:C:2024:824), the Court of Justice held that schemes which impose unpredictable and potentially very high financial risks on the worker (a sportsman, in the instant case) in the event of termination of their contract constitute a restriction on freedom of movement.
- 31 The referring court observes that the case-law of the Supreme Court of Cassation on that issue is contradictory as to whether, in the event of non-performance of the obligation to work at the medical institution for a certain period of time, the trainee specialised doctor's liability under a contract within the meaning of Article 234 of the Labour Code in limited to the training costs alone or a contractual penalty may also be claimed.
- 32 Judgment No 272 of the Supreme Court of Cassation of 5 October 2011 in Civil Case No 1637/2010 held that the purpose of that provision is that the work done for that employer during the specified period compensates for the training costs. It is assumed that, under that interpretation, only reimbursement of the training costs incurred is owed in each case, in an amount corresponding to the duration of the non-performance.
- 33 However, judgment No 141 of the Supreme Court of Cassation of 27 June 2022 in Civil Case No 3429/2021 found that the term of a contract within the meaning of Article 234 of the Labour Code which provides for liability for non-performance in the form of a contractual penalty for default and compensation for non-performance is not ineffective. In fact, under Article 234(3)(2) of the Labour Code, the parties may agree liability in the event of non-performance of the worker's obligation to work for the employer for a certain period of time; that is to say, the legislature expressly provides that it is permissible to agree a contractual penalty which exceeds the value of the training costs paid pursuant to the vocational upskilling contract.
- 34 The third question is whether a term concerning the cumulative financial liability of a trainee specialised doctor in the form of training costs plus a contractual penalty equal to two months' salary in the event of termination of the employment contract before expiry of the five-year period following acquisition of the specialist medical qualification is incompatible with Articles 5, 15 and 31 of the Charter, as it entails the risk of infringing her right to pursue a freely chosen profession, places her in a situation of unfair working conditions which do not respect her dignity and, in view of the risk of a financial penalty, makes it more difficult for her to terminate the signed employment contract.
- 35 In its judgment of 20 March 2025, *Arce* (C-365/23, EU:C:2025:192), the Court of Justice dealt with a similar mechanism (a clause requiring the sportsman to pay 10% of the income he received over 15 years) and emphasised the need to

examine such long-term financial burdens in light of the fundamental rights of the individual.

- 36 By its judgments of 6 November 2018, *Bauer and Willmeroth* (C-569/16 and C-570/16, EU:C:2018:871) and *Max-Planck-Gesellschaft zur Förderung der Wissenschaften* (C-684/16, EU:C:2018:874), the Court reaffirmed that Article 31(2) of the Charter has horizontal direct effect; that is to say, the worker may rely on it directly vis-à-vis a private employer (such as a hospital). The right to ‘working conditions which respect [the worker’s] dignity’ includes the person’s right not to be exposed to excessive penalties as a result of exercising his or her statutory right of termination.
- 37 The prohibition of forced labour is enshrined in Article 5 of the Charter, and the question arises whether a situation in which a young specialist is forced to provide services by the threat of a ‘civil penalty’ (reimbursement of training costs plus a contractual penalty) which the person cannot pay comes close to the definition of forced labour and whether the national case-law of the Supreme Court of Cassation which recognises such cumulative contractual penalties as effective without examining their proportionality places trainee specialised doctors in a situation of economic dependence.
- 38 Fourth, there is some doubt as to whether, in the case of a vocational upskilling contract which is not regarded as an employment contract and is concluded between a hospital and a trainee specialised doctor who is a natural person and is liable under the law of obligations for the non-performance of that contract, the case-law of the Court on consumer protection and Directive 93/13 is applicable.
- 39 In Bulgarian legal literature and case-law, the assumption is that a vocational upskilling contract within the meaning of Article 234 of the Labour Code is not an employment contract, despite being provided for in employment legislation, because its subject matter is not the provision of labour. According to the case-law, contracts within the meaning of Article 234 of the Labour Code are subject to civil law – specifically, the ZZD.
- 40 If the national court has an obligation to hold that the contract is not an employment contract and the higher standard of protection for workers does not apply, then clarity is needed as to whether Directive 93/13 is applicable to the case of a contract on vocational upskilling and the acquisition of a specialist medical qualification concluded between a hospital and a trainee specialised doctor who was not yet practising the specialism of a cardiologist on a professional basis when the contract was concluded and, accordingly, whether the trainee specialised doctor has the status of ‘consumer’.
- 41 It is by reference to the capacity of the contracting parties, according to whether or not they are acting for purposes relating to their trade, business or profession, that Directive 93/13 defines the contracts to which it applies (judgment of 24 October 2024, *Zabitoń*, C-347/23, EU:C:2024:919, paragraph 24 and the case-law cited).

The status of ‘consumer’ of a person must be assessed at the time when the contract in question is concluded (see, to that effect, judgments of 9 July 2020, *Raiffeisen Bank and BRD Groupe Société Générale*, C-698/18 and C-699/18, EU:C:2020:537, paragraph 73, and of 24 October 2024, *Zabitoń*, C-347/23, EU:C:2024:919, paragraph 32).

- 42 As for the concept of ‘consumer’, first of all, within the meaning of Article 2(b) of Directive 93/13, it is objective in nature and is distinct from the concrete knowledge the person in question may have, or from the information that person actually has (judgment of 3 September 2015, *Costea*, C-110/14, EU:C:2015:538, paragraph 21).
- 43 In its judgment of 20 March 2025, *Arce* (C-365/23, EU:C:2025:192), the Court found that a young (‘rising star’) sportsperson who has concluded a contract for services for development and career support for a sportsperson and did not pursue, on a professional basis, the sporting activity concerned does not lose the status of ‘consumer’, within the meaning of Article 2(b) of Directive 93/13, on the ground that he or she has become a professional sportsperson during the performance of the contract. It follows that the person has the status of ‘consumer’ if he or she was not independently and effectively pursuing his or her professional occupation on the date of conclusion of the contract. In that regard, it should be added that the mere fact that that consumer is regarded as a ‘rising star’ sportsperson in the sporting discipline in which he or she subsequently became a professional sportsperson is not such as to alter the status he or she held on the date of conclusion of the contract at issue, and nor does the fact that the subject matter of that contract was linked to that sportsperson’s possible future professional career. Similarly, the fact that the consumer concerned could have had knowledge or potentially important information in the sporting discipline in which he or she subsequently became a professional sportsperson is irrelevant as regards his or her status on the date on which the contract at issue was concluded.
- 44 Applying the above criteria to a trainee specialised doctor, it may be argued that, on the date of conclusion of the vocational upskilling contract, she was a person undergoing upskilling who had not yet entered the profession of specialised doctor and who had neither the experience, the knowledge nor the position to influence the terms of the contract.
- 45 Moreover, the hospital can undoubtedly be regarded as a ‘seller or supplier’ within the meaning of Article 2(c) of Directive 93/13 (following the reasoning of the judgment of 17 March 2018, *Karel de Grote – Hogeschool Katholieke Hogeschool Antwerpen*, C-147/16, EU:C:2018:320).
- 46 If the person undergoing upskilling is a consumer within the meaning of Directive 93/13, the fifth question arises, namely whether a term in an upskilling contract which provides for financial liability of the person undergoing upskilling (trainee specialised doctor) amounting to the training costs plus a contractual penalty equal to two months’ salary in the event of termination of the employment contract

before expiry of the five-year period following acquisition of the specialist medical qualification is an unfair term with the meaning of that directive.

- 47 The principle of transparency enshrined in Directive 93/13 means that the consumer must be in a position to assess the economic consequences of the contract right from the date of its conclusion. The doctor's professional knowledge does not relieve the hospital of the obligation to make that information available. The judgment of 21 September 2023, *mBank (Polish register of unlawful terms)* (C-139/22, EU:C:2023:692) states that Article 4(2) of Directive 93/13, read in conjunction with Article 2(b) thereof, must be interpreted as meaning that a seller or supplier is obliged to inform the consumer concerned of the essential characteristics of the contract concluded with that seller or supplier and the risks associated with that contract, even though that consumer is its employee and has relevant knowledge in the field of the contract. The consumer must be in a position to evaluate, on the basis of clear, intelligible criteria, the economic consequences for him which derive from it (judgment of 30 April 2014, *Kásler and Káslerne Rábai*, C-26/13, EU:C:2014:282).
- 48 If Directive 93/13 is not directly applicable to the legal relationship giving rise to the dispute, the sixth question arises, namely whether the criteria for determining the unfairness of contractual terms which the Court has identified in its case-law on consumer protection relating to the interpretation of Council Directive 93/13 are likewise to be applied when examining the effectiveness of the term concerning the liability of a person undergoing upskilling pursuant to a contract concerning vocational upskilling and the acquisition of a specialist medical qualification.
- 49 Although the Court of Justice has established fundamental principles regarding the proportionality of compensation fees for training in its case-law, specifically in the judgments of 16 March 2010, *Olympique Lyonnais* (C-325/08, EU:C:2010:143) and of 4 October 2024, *FIFA* (C-650/22, EU:C:2024:824), those judgments were delivered in the field of professional sport. However, the particular features of the medical profession are fundamentally different, and a separate ruling on these questions is required in the present case because the work of a doctor is associated with the performance of a public duty for the protection of human life and health, and medical upskilling is not simply a matter of the right to professional development but a statutory prerequisite for access to the profession of specialised doctor.