



## Newsletter

Weeks XIX - XX: 8<sup>th</sup> to 19<sup>th</sup> May 2023

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All times are 9:30  
unless otherwise  
stated.

Don't forget to  
check the diary  
on our website  
for details of  
other cases.

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## Week XIX – 8<sup>th</sup> to 12<sup>th</sup> May

### Monday 9<sup>th</sup> May

**Europe Day is a public holiday in Luxembourg. The Court of Justice will be holding an Open Day on this day. Visitors can visit the Court both physically and virtually and discover how it works.**



## Open Day Virtual Guided Tours Tuesday 9 May 2023



As part of the Open Day of the Court of Justice of the European Union, which will take place on 9 May at the Court in Luxembourg, virtual visits will also be offered this year to those unable to travel to Luxembourg.

Each virtual visit will last approximately 45 minutes and will take place in two parts:

1. firstly, a virtual guided tour of the buildings, during which a member of the Court's staff will explain the mission and activity of this European institution, and then
2. a question and answer session.

The stages of the virtual visit will be identical to a physical guided tour.

We propose three times:

- 2.30 pm for a visit in French,
- 3.30 pm for a visit in English and
- 4.30 pm for a visit in German.

No prior registration is required to participate in these visits, which will be accessible via this link:

<https://curia.webex.com/curia/j.php?MTID=m4f266e3c8516ee0d9a4c2de26cadfeae>

## Wednesday 10<sup>th</sup> May

### General Court

### [Judgment in Joined Cases T-34/21 Ryanair v Commission \(Lufthansa; Covid-19\) & T-87/21 Condor Flugdienst v Commission \(Lufthansa; Covid-19\)](#)

(State aid)

On 12 June 2020, the Federal Republic of Germany notified the European Commission of individual aid in the form of a recapitalisation of € 6 billion granted to Deutsche Lufthansa AG. This recapitalisation, which was part of a wider support package for the Lufthansa group, was aimed at restoring the balance sheet position and liquidity of the Lufthansa group companies in the exceptional situation caused by the COVID-19 pandemic.

The measure in question consisted of three separate elements, namely a capital participation of approximately € 300 million, a silent participation not convertible into

shares of approximately € 4.7 billion and a silent participation of € 1 billion with the characteristics of a convertible bond.

Without opening the formal investigation procedure under Article 108(2) TFEU, the Commission qualified the measure as State aid compatible with the internal market under Article 107(3)(b) TFEU and its Communication on the temporary framework for State aid measures to support the economy in the present context of the COVID-19.

The airlines Ryanair DAC and Condor Flugdienst GmbH brought two actions for annulment of that decision.

[Background Documents T-34/21](#)

[Background Documents T-37/21](#)

**There will be a press release in this case.**

**Thursday 11<sup>th</sup> May**

[Judgment in Case C-155/22 Bezirkshauptmannschaft Lilienfeld](#)

(Transport)

Union law provides that transport undertakings must satisfy a requirement of good repute. In particular, neither the undertaking nor its transport manager or another "relevant person" designated by the Member State concerned must have been convicted of a serious criminal offence or have had a penalty imposed on them for serious infringements of Union law in relation to drivers' driving and rest periods, working time or the installation and use of recording equipment. Such convictions or sanctions may lead to the loss of good repute of the undertaking and the withdrawal of the authorisation to engage in the occupation of transport operator.

An Austrian transport company, in accordance with its national legislation, appointed a "responsible employee", who was responsible for the observance of working time within the company. This person was neither a transport manager nor an authorised representative of the company vis-à-vis third parties. Nor did he have any significant influence on the management of the company. She is challenging before an Austrian court several fines imposed on her by the administration for the violation of the rules on daily driving hours and the use of the tachograph.

According to this court, the appointment as a responsible employee transfers criminal liability for the offences in question to that person. Moreover, under Austrian law, the conduct of the person so appointed could not be taken into account in assessing whether the undertaking in question satisfied the requirement of good repute laid down by Union law. The Austrian court wonders whether, in such circumstances, such an appointment is compatible with Union law.

### [Background Documents C-155/22](#)

**There will be a press release in this case.**

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### [Background Documents C-155/22](#)

**There will be a press release in this case.**

**Thursday 11<sup>th</sup> May**

### [Judgment in C-817/21 Inspekția Judiciară](#)

(Principles of Community law)

*Extract from AG Collins' Opinion of the 26 January 2023:*

The *Inspekția Judiciară* (Judicial Inspectorate, Romania) is the judicial body responsible for the conduct of disciplinary investigations and the commencement of disciplinary proceedings against judges and prosecutors in Romania. Under the rules governing the Judicial Inspectorate, the Chief Inspector appoints the Deputy Chief Inspector at his or her sole discretion; the term of office of the Deputy Chief Inspector depends upon and coincides with that of the Chief Inspector; and all Judicial Inspectors are subordinate to the Chief Inspector upon whom the progress of their careers depends.

R.I. made several complaints against judges and prosecutors engaged in criminal proceedings against her to the Judicial Inspectorate. The Judicial Inspectorate dismissed her complaints. The Chief Inspector confirmed the decisions of the Judicial Inspectorate. The applicant proceeded to challenge those decisions before the courts of Romania. In the context of those proceedings the *Curtea de Apel București* (Court of Appeal, Bucharest, Romania) seeks to ascertain whether a body, such as the Judicial Inspectorate, must offer the same guarantees of independence and impartiality as are required of courts under EU law.

In particular, it asks whether, in the light of the rules described above, EU law precludes national legislation or regulations that make the Deputy Chief Inspector of the Judicial Inspectorate responsible for overseeing the investigation of complaints made against the Chief Inspector of the Judicial Inspectorate and any disciplinary investigations and proceedings that might arise therefrom.

### [Background Documents C-817/21](#)

**There will be a press release in this case.**

## Week XX – 15<sup>th</sup> to 19<sup>th</sup> May

### Wednesday 17<sup>th</sup> May

#### [Judgment in Case C-97/22 DC \(Rétractation après l'exécution du contrat\)](#)

(Consumer)

This application is made in the context of a dispute between natural persons (hereinafter 'the claimant' and 'the respondent') concerning a security interest in favour of the contractor as the assignor of the claim at issue to the claimant (hereinafter 'the contractor') or, in the alternative, a remuneration for the contractor's

services.

The respondent and the contractor concluded a construction contract for the renewal of an electrical installation. The defendant and the contractor entered into a construction contract for the renewal of an electrical installation. The contractor did not fulfil his obligation to inform the defendant as a customer.

On 21 December 2020, after completion of the work, the contractor presented the final account to the defendant, who did not pay the invoice. On 15 March 2021, the contractor assigned its rights under the contract with the defendant to the claimant. On 17 March 2021, the defendant withdrew its declaration of intent to conclude a construction contract.

The national court has questions concerning Directive 2011/83 on consumer rights. In particular it wonders whether EU law should be interpreted as meaning that, in a case in which a client withdraws from his declaration of intent to conclude a construction contract concluded off-premises after the trader has provided his service, the Directive excludes the trader's right to compensation or indemnity. It asks whether this is the case where the requirements for compensation are not met but the client has benefited from an improvement in his assets as a result of the contractor's service.

### [Background Documents C-97/22](#)

**There will be a press release in this case.**

## Wednesday 17<sup>th</sup> May

### **General Court**

#### [Judgment in Case T-312/20 EVH v Commission](#)

(Mergers)

In March 2018, the German-based companies RWE AG and E.ON SE announced that they wanted to carry out a complex exchange of assets through three merger transactions.

In the first transaction, RWE, which is active across the entire energy supply chain in several European countries, wished to acquire sole or joint control over certain generation assets of E.ON, an electricity supplier operating in several European countries. The second transaction consisted of the acquisition by E.ON of sole control of the energy distribution and retail activities as well as certain generation assets of Innogy SE, a subsidiary of RWE. In the third transaction, RWE acquired 16.67% of E.ON's shares.

In April 2018, the German company EVH GmbH, which generates electricity in

Germany from both conventional and renewable energy sources, notified the European Commission that it wished to participate in the procedure relating to the first and second mergers and, consequently, to receive the documents relating to them.

The first merger was notified to the Commission on 22 January 2019.

By decision of 26 February 2019, the Commission decided not to oppose the notified transaction and to declare it compatible with the internal market pursuant to Article 6(1)(b) of Regulation No 139/2004 .

EVH brought an action before the General Court for annulment of the contested decision.

### [Background Documents T-312/20](#)

**There will be a press release in this case.**

## Wednesday 17<sup>th</sup> May

### **General Court**

#### [Judgment in Case T-321/20 enercity v Commission](#)

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On 24 July 2018, the German municipal utility enercity AG, which generates and supplies energy in Germany, notified the European Commission that it wished to participate in the procedure relating to the first and second concentrations and, consequently, to receive the documents relating to them.

As the first merger was notified to the Commission on 22 January 2019, the Commission carried out, inter alia, a market investigation, sending a questionnaire to certain companies.

By decision of 26 February 2019, the Commission declared the concentration compatible with the internal market.

energicity brought an action for annulment of that decision.

[Background Documents T-321/20](#)

**There will be a press release in this case.**

### HEARINGS OF NOTE\*

Monday 15<sup>th</sup> May: 09:30 - [C-470/21 La Quadrature du Net](#)

Tuesday 16<sup>th</sup> May: 09:30 - [C-470/21 La Quadrature du Net](#)

\* This is a non-exhaustive list and does not include all the hearings over the next two weeks.