

**Request for a preliminary ruling from the Tribunal Superior de Justicia de las Islas Baleares (Spain)
lodged on 7 October 2022 — J. M. A. R v C.N.N., SA**

(Case C-631/22)

(2023/C 24/32)

Language of the case: Spanish

Referring court

Tribunal Superior de Justicia de las Islas Baleares

Parties to the main proceedings

Appellant: J. M. A. R

Respondent: C.N.N., SA

Questions referred

1. Must Article 5 of Directive 2000/78/EC [of 27 November 2000] establishing a general framework for equal treatment in employment and occupation ⁽¹⁾ be interpreted, having regard to recitals 16, 17, 20 and 21 of the directive, Articles 21 and 26 of the Charter of Fundamental Rights of the European Union, and Articles 2 and 27 of the United Nations Convention on the Rights of Persons with Disabilities (approved by Council Decision 2010/48/EC of 26 November 2009), ⁽²⁾ as precluding the application of a national rule of law which establishes that a worker's disability (where the worker has been declared to be totally and permanently unable to perform his or her normal occupation, with no prospect of improvement) is automatic grounds for termination of the employment contract, with no prior requirement for the employer to comply with the obligation to make 'reasonable accommodation' as required by Article 5 of the directive in order to enable the individual to remain in employment (or to show that the requirement would impose a disproportionate burden)?
2. Must Article 2(2) and Article 4(1) of Directive 2000/78/EC establishing a general framework for equal treatment in employment and occupation be interpreted, having regard to recitals 16, 17, 20 and 21 of the directive, Articles 21 and 26 of the Charter of Fundamental Rights of the European Union, and Articles 2 and 27 of the United Nations Convention on the Rights of Persons with Disabilities (approved by Council Decision 2010/48/EC of 26 November 2009), as meaning that the automatic termination on grounds of disability of the employment contract of a worker (who has been declared to be totally and permanently unable to perform his or her normal occupation), with no prior requirement for the employer to comply with the obligation to make 'reasonable accommodation' as required by Article 5 of the directive in order to enable the individual to remain in employment (or to show that the requirement would impose a disproportionate burden), constitutes direct discrimination, even though a rule of domestic law provides for termination of the contract?

⁽¹⁾ Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ 2000 L 303, p. 16).

⁽²⁾ Council Decision of 26 November 2009 concerning the conclusion, by the European Community, of the United Nations Convention on the Rights of Persons with Disabilities (OJ 2010, L 23, p. 35).

**Request for a preliminary ruling from the Tribunal Supremo (Spain) lodged on 10 October 2022 —
AB Volvo v Transsaqui S.L.**

(Case C-632/22)

(2023/C 24/33)

Language of the case: Spanish

Referring court

Tribunal Supremo

Parties to the main proceedings

Appellant: AB Volvo

Respondent: Transsaqui S.L.

Questions referred

- 1.- In the circumstances surrounding the litigation relating to the trucks cartel, described in this order, is it possible to interpret Article 47 of the Charter of Fundamental Rights of the European Union, in conjunction with Article 101 of the Treaty on the Functioning of the European Union, in such a way that service of process on a parent company against which an action for damages for the harm caused by a restrictive trade practice has been brought is considered to have been properly effected when such service was effected (or attempted) at the place of business of the subsidiary company established in the State in which the legal proceedings were brought, while the parent company, which is established in another Member State, has not entered an appearance in the proceedings and has remained in default?
- 2.- If the previous question is answered in the affirmative, is that interpretation of Article 47 of the Charter compatible with Article 53 of the Charter, in the light of the case-law of the Spanish Tribunal Constitucional (Constitutional Court) on the service of process on parent companies established in another Member State in disputes relating to the trucks cartel?

**Request for a preliminary ruling from the Cour de cassation (France) lodged on 11 October 2022 —
Real Madrid Club de Fútbol, AE v EE, Société Éditrice du Monde SA**

(Case C-633/22)

(2023/C 24/34)

Language of the case: French

Referring court

Cour de cassation

Parties to the main proceedings

Appellants: Real Madrid Club de Fútbol, AE

Respondents: EE, Société Éditrice du Monde SA

Questions referred

1. Must Articles 34 and 36 of the Brussels I regulation⁽¹⁾ and Article 11 of the Charter of Fundamental Rights of the European Union be interpreted as meaning that a financial penalty imposed for harm caused to the reputation of a sports club by the publication of a story in a newspaper can manifestly infringe freedom of expression and therefore constitute a ground for refusing to recognise and enforce a judgment?
2. In the event of an affirmative answer, must those provisions be interpreted as meaning that the court in which enforcement is sought may find that the penalty is disproportionate only where the damages have been categorised as punitive either by the court of origin or by the court in which enforcement is sought and not where they have been awarded as compensation for non-material damage?
3. Must those provisions be interpreted as meaning that the court in which enforcement is sought may take account only of the deterrent effect of the penalty in the light of the resources of the person on whom the penalty is imposed, or may it have regard to other factors such as the seriousness of the wrong or the extent of the harm?
4. Can the deterrent effect in the light of the resources of the newspaper in itself form a ground for refusing to recognise and enforce a judgment due to a manifest infringement of the fundamental principle of freedom of the press?
5. Must the deterrent effect be understood as meaning that the financial stability of the newspaper is threatened or may it simply refer to an intimidating effect?