

**Parties to the main proceedings**

*Applicants:* TJ, KI, FA

*Defendants:* Mercedes-Benz Bank AG, Volkswagen Bank GmbH

**Questions referred**

1. Is it compatible with EU law, in particular Article 14(1) of Directive 2008/48/EC, <sup>(1)</sup> if, in the case of withdrawal from a consumer credit agreement linked to a vehicle sales agreement concluded with a brick-and-mortar trader, the amount of compensation for the diminished value to be paid by the consumer to the creditor on return of the vehicle financed is calculated by deducting from the trader's sales price at the time of purchase of the vehicle by the consumer the trader's purchase price at the time of the return of the vehicle?
2. Is the first sentence of Article 14(3)(b) of Directive 2008/48/EC fully harmonised, and therefore binding on the Member States, as regards consumer credit agreements which are linked to an agreement for the sale of a vehicle?

If question 2 is answered in the negative:

3. Is it compatible with EU law, in particular Article 14(1) of Directive 2008/48/EC, if, following withdrawal from a consumer credit agreement linked to a vehicle sales agreement, the borrower is obliged to pay interest at the contractually agreed borrowing rate to the creditor (or to the seller) for the period between the payment of the loan to the seller of the vehicle being financed and the time when the vehicle is returned?

---

<sup>(1)</sup> Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ 2008 L 133, p. 66).

---

**Request for a preliminary ruling from the Raad van State (Netherlands) lodged on 15 March 2023 —  
T.G. v Minister van Sociale Zaken en Werkgelegenheid**

**(Case C-158/23, Keren <sup>(1)</sup>)**

(2023/C 235/13)

*Language of the case: Dutch*

**Referring court**

Raad van State

**Parties to the main proceedings**

*Applicant:* T.G.

*Defendant:* Minister van Sociale Zaken en Werkgelegenheid

**Questions referred**

1. Must Article 34 of the Qualification Directive <sup>(2)</sup> be interpreted as precluding a national rule such as that laid down in Article 7b of the Wet inburgering (Law on civic integration), pursuant to which holders of asylum status are placed under the obligation, on pain of a fine, to pass a civic integration examination?
2. Must Article 34 of the Qualification Directive be interpreted as precluding a national rule based on the premiss that holders of asylum status themselves bear the full costs of integration programmes?
3. In answering the second question, is it significant that holders of asylum status can receive a government loan to cover the costs of integration programmes and that that loan is waived if they pass their civic integration examination on time or are exempted from or released from the civic integration obligation in good time?

4. If it is permissible, under Article 34 of the Qualification Directive, that holders of asylum status are obliged, on pain of a fine, to pass a civic integration examination, and that holders of asylum status bear the full costs of integration programmes, does the amount of the loan to be repaid, whether or not together with the fine, then undermine the achievement of the purpose and useful effect of Article 34 of the Qualification Directive?

<sup>(1)</sup> The name of the present case is fictitious and does not correspond to the actual name of any party to the proceedings.

<sup>(2)</sup> Directive 2011/95/EU of the European Parliament and of the Council of 13 December 2011 on standards for the qualification of third-country nationals or stateless persons as beneficiaries of international protection, for a uniform status for refugees or for persons eligible for subsidiary protection, and for the content of the protection granted (OJ 2011 L 337, p. 9).

---

**Request for a preliminary ruling from the Înalta Curte de Casație și Justiție (Romania) lodged on 21 March 2023 — Centrul Român pentru Administrarea Drepturilor Artiștilor Interpreți (Credidam) v Guvernul României, Ministerul Finanțelor**

**(Case C-179/23, Credidam)**

(2023/C 235/14)

*Language of the case: Romanian*

**Referring court**

Înalta Curte de Casație și Justiție

**Parties to the main proceedings**

*Appellants in cassation — Defendants:* Guvernul României, Ministerul Finanțelor

*Respondent in cassation — Applicant:* Centrul Român pentru Administrarea Drepturilor Artiștilor Interpreți (Credidam)

**Questions referred**

1. Does the collection, distribution and payment of remuneration by collective management organisations, in return for a fee, constitute a supply of services, within the meaning of Article 24(1) and Article 25(c) of Directive 2006/112/EC <sup>(1)</sup> (the VAT directive), to copyright holders and holders of related rights?
2. If the first question is answered in the affirmative, does the work that collective management organisations do for rights holders constitute a supply of services within the meaning of the VAT directive even if the rights holders, on whose behalf collective management organisations collect remuneration, are not deemed to be providing a service to the users who are required to pay that remuneration?

<sup>(1)</sup> Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (OJ 2006 L 347, p. 1).

---

**Request for a preliminary ruling from the Bundesfinanzhof (Germany) lodged on 22 March 2023 — Finanzamt T v S**

**(Case C-184/23, Finanzamt T II)**

(2023/C 235/15)

*Language of the case: German*

**Referring court**

Bundesfinanzhof

**Parties to the main proceedings**

*Defendant and appellant on a point of law:* Finanzamt T

*Applicant and respondent on a point of law:* S