

*Intervener:* Belgacom NV

### Questions referred

1. Should Directive 2002/22/EC <sup>(1)</sup> of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), and in particular Articles 9 and 32 thereof, be interpreted as meaning that the social tariff for universal service as well as the compensation mechanism provided for in Article 13(1)(b) of the Universal Service Directive are not only applicable to electronic communications by means of a telephone connection at a fixed location to a public communications network but also to electronic communications by means of mobile communication services and/or internet subscriptions?
2. Should Article 9(3) of the Universal Service Directive be interpreted as allowing Member States to add special tariff options to the universal service for services other than those defined in Article 9(2) of the universal service?
3. If the answers to the first and second questions are in the negative, are the relevant provisions of the Universal Service Directive compatible with the principle of equality, as set out inter alia in Article 20 of the Charter of Fundamental Rights of the European Union? <sup>(2)</sup>

<sup>(1)</sup> OJ 2002 L 108, p. 51.

<sup>(2)</sup> OJ 2000 L 364, p. 1.

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### Request for a preliminary ruling from the Sąd Najwyższy (Poland) lodged on 3 January 2014 — Polska Telefonia Cyfrowa SA v Prezes Urzędu Komunikacji Elektronicznej

(Case C-3/14)

(2014/C 102/17)

*Language of the case:* Polish

### Referring court

Sąd Najwyższy

### Parties to the main proceedings

*Applicant:* Polska Telefonia Cyfrowa SA

*Defendant:* Prezes Urzędu Komunikacji Elektronicznej

### Questions referred

1. Must Article 7(3) of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive), <sup>(1)</sup> in conjunction with Article 28 of Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), <sup>(2)</sup> be interpreted as meaning that every measure taken by a national regulatory authority in order to fulfil the obligation arising from Article 28 of Directive 2002/22 affects trade between Member States where that measure may ensure that end-users from other Member States are able to access non-geographic numbers within the territory of that Member State?
2. Must Article 7(3) in conjunction with Articles 6 and 20 of Directive 2002/21 be interpreted as meaning that, in resolving disputes between undertakings providing electronic communications networks or services concerning the fulfilment by one of those undertakings of the obligation arising from Article 28 of Directive 2002/22, a national regulatory authority cannot conduct consolidation proceedings even where the measure affects trade between Member States and national law requires the national regulatory authority to conduct consolidation proceedings in every case where a measure may affect that trade?

3. If the answer to Question 2 is in the affirmative, must Article 7(3) in conjunction with Articles 6 and 20 of Directive 2002/21, read in conjunction with Article 288 TFEU and Article 4(3) TEU, be interpreted as meaning that a national court is obliged to refrain from applying provisions of national law which require the national regulatory authority to conduct consolidation proceedings in every case where a measure taken by that authority may affect trade between Member States?

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<sup>(1)</sup> OJ 2002 L 108, p. 33.

<sup>(2)</sup> OJ 2002 L 108, p. 51.

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**Request for a preliminary ruling from the Juzgado de Primera Instancia (Spain) lodged on 10 January 2014 — Unnim Banc, S.A. v Diego Fernández Gabarro and Others**

**(Case C-8/14)**

(2014/C 102/18)

*Language of the case: Spanish*

**Referring court**

Juzgado de Primera Instancia

**Parties to the main proceedings**

*Applicant:* Unnim Banc, S.A.

*Defendants:* Diego Fernández Gabarro, Pedro Penalva López and Clara López Durán

**Question referred**

Is the limitation period of one month provided for by Law 1/2013 on the protection of mortgagors, restructuring of debt and social rent contrary to the terms of Articles 6 and 7 of Directive 93/13/EEC <sup>(1)</sup>?

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<sup>(1)</sup> Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts  
OJ 1993 L 95, p. 29.

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**Request for a preliminary ruling from the Hoge Raad der Nederlanden (The Netherlands) lodged on 13 January 2014 — Staatssecretaris van Financiën v D. G. Kieback**

**(Case C-9/14)**

(2014/C 102/19)

*Language of the case: Dutch*

**Referring court**

Hoge Raad der Nederlanden

**Parties to the main proceedings**

*Applicant:* Staatssecretaris van Financiën

*Defendant:* D. G. Kieback

**Questions referred**

1. Must Article 39 EC be interpreted as meaning that the Member State where a taxable person engages in paid employment is, when charging income tax, to take the personal and family circumstances of the interested party into account in circumstances where (i) that taxable person only worked for a part of the tax year in that Member State while living in another Member State, (ii) he received all, or almost all, of his income for that period in that State of employment, (iii) he has left, in the course of the relevant year, to live and work in another State, and (iv) when the tax year is considered as a whole, he did not receive all, or almost all, of his income in the first-mentioned State of employment?