Question referred

Is the practice of an airline of a signatory to the Multilateral Agreement on the Establishment of a European common aviation area (ECAA) which consists in providing commercial air transportation services departing from one of the Member States of the European Union, via its country of origin as a transfer point where passengers and their luggage are transhipped to another aircraft belonging to the same company, and travelling to a Member State of the European Union or a third country on the basis of an autonomous transport ticket which indicates two different flight numbers consistent with the interpretation of EU law in general and with the interpretation of Article 3(1)(a)(i) of Protocol VI included in Annex V of the ECAA in particular?

Request for a preliminary ruling from the Østre Landsret (Denmark) lodged on 5 September 2016 — Fidelity Funds v Skatteministeriet

(Case C-480/16)

(2016/C 419/42)

Language of the case: Danish

Referring court

Østre Landsret

Parties to the main proceedings

Applicant: Fidelity Funds

Defendant: Skatteministeriet

Intervener: NN (L) SICAV

Question referred

Is a tax regime, such as that in the main proceedings, under which non-Danish undertakings for collective investment covered by Council Directive 85/611/EEC ([1]) (the UCITS Directive) are taxed at source on dividends from Danish companies, contrary to Article 56 TEC (Article 63 TFEU) on free movement of capital or Article 49 TEC (Article 56 TFEU) on freedom to provide services, where equivalent Danish undertakings for collective investment can obtain an exemption for tax at source, either because they in fact make a minimum distribution to their members in return for retention of tax at source, or technically a minimum distribution is calculated, on which tax at source is retained in relation to the undertakings' members?

([1]) Council Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (OJ 1985 L 375, p. 3).

Request for a preliminary ruling from the Fővárosi Törvényszék (Hungary) lodged on 6 September 2016 — Zsolt Sziber v ERSTE Bank Hungary Zrt.

(Case C-483/16)

(2016/C 419/43)

Language of the case: Hungarian

Referring court

Fővárosi Törvényszék

Parties to the main proceedings

Applicant: Zsolt Sziber

Defendant: ERSTE Bank Hungary Zrt.

Other party to the proceedings: Mónika Szeder

Questions referred

1. Must the following provisions of EU law, namely, Article 129a (1) and (2) of the Treaty establishing the European Community (Treaty of Rome), read in the light of Article 129a (3) of that treaty; Article 38 of the Charter of Fundamental Rights of the European Union (OJ 2012 C 326, p. 2); Article 7(1) and (2) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, ([1]) read in the light of Article 8 of that directive and recital 47 of 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, ([2]) be interpreted as precluding rules of national law (and their application) which impose additional requirements prejudicial to a party to proceedings, whether applicant or defendant, that, between 1 May 2004 and 26 July 2014, entered into a credit agreement, in the capacity of a consumer, containing an unfair contractual term which allows a unilateral increase in interest rates, costs or commissions or containing a bid-offer spread, on the basis that under those additional requirements, in order for the rights arising from the invalidity of those contracts concluded with consumers to be upheld before the courts and, in particular, in order for the court to be able to examine the substance of a case, a civil litigation document must be presented (primarily a claim, an amendment of a claim or a plea of invalidity relied on by way of defence — contesting the order against the consumer — an amendment of that plea, a counterclaim by the defendant or an amendment of that counterclaim) and it must comply with mandatory content requirements, whereas a party to proceedings that has not entered into a credit agreement, in the capacity of a consumer, or that entered into a credit agreement of a different nature to that described above, between 1 May 2004 and 26 July 2014, in the capacity of a consumer, is not required to present such a document complying with mandatory content requirements?

2. Regardless of whether the Court of Justice answers Question 1, which is formulated in more general terms than this second question, in the affirmative or the negative, must the provisions of EU law listed in Question 1 be interpreted as precluding the following obligatory additional requirements [(a) to (c)] from applying to a party to proceedings that has entered into a credit agreement, in the capacity of a consumer, as referred to in Question 1:

   (a) in judicial proceedings, a claim, an amendment of a claim or a plea of invalidity relied on by way of defence — contesting the order against the consumer — an amendment of that plea, a counterclaim by the defendant or an amendment of that counterclaim which must be presented by a party to proceedings, whether applicant or defendant, that has entered into a credit agreement, in the capacity of a consumer, as referred to in Question 1, is only admissible — that is to say, will only be examined as to its substance — where, in that document, the party does not only request the court to declare wholly or partially invalid the credit agreement entered into with consumers as referred to in Question 1, but also requests the court to apply the legal consequences associated with the total invalidity of the contract, whereas a party to proceedings that has not entered into a credit agreement, in the capacity of a consumer, or that entered into a credit agreement of a different nature to that described above, between 1 May 2004 and 26 July 2014, in the capacity of a consumer, is not required to present such a document complying with mandatory content requirements?

   (b) in judicial proceedings, a claim, an amendment of a claim or a plea of invalidity relied on by way of defence — contesting the order against the consumer — an amendment of that plea, a counterclaim by the defendant or an amendment of that counterclaim which must be presented by a party to proceedings, whether applicant or defendant, that has entered into a credit agreement, in the capacity of a consumer, as referred to in Question 1, is only admissible — that is to say, will only be examined as to its substance — where, in that document, whilst requesting the court to declare the total invalidity of the credit agreement entered into with consumers, as referred to in Question 1, no request is made, in the context of legal consequences associated with total invalidity, for legal restoration of the situation prior to the conclusion of the credit agreement, whereas a party to proceedings that has not entered into a credit agreement, in the capacity of a consumer, or that entered into a credit agreement of a different nature to that described above, between 1 May 2004 and 26 July 2014, in the capacity of a consumer, is not required to present such a document complying with mandatory content requirements?

   (c) in judicial proceedings, a claim, an amendment of a claim or a plea of invalidity relied on by way of defence — contesting the order against the consumer — an amendment of that plea, a counterclaim by the defendant or an amendment of that counterclaim which must be presented by a party to proceedings, whether applicant or defendant, that has entered into a credit agreement, in the capacity of a consumer, as referred to in Question 1, is only admissible — that is to say, will only be examined as to its substance — where that document includes, in relation to the period from the start of the contractual legal relationship to the date the court is seised, a settlement calculation carried out using an extremely complex mathematical methodology (as prescribed by national

provisions) which must also take into account the rules regulating currency conversion into forints, as well as including a detailed breakdown represented in a mathematically verifiable way; indicating the payments due under the credit agreement, payments made by the applicant, the payments due leaving aside the void clause, and the difference between those figures; and specifying the grand total that the party that entered into the credit agreement, in the capacity of a consumer, as referred to in Question 1, still owes the credit institution or paid in excess, whereas a party to proceedings that has not entered into a credit agreement, in the capacity of a consumer, or that entered into a credit agreement of a different nature to that described above, between 1 May 2004 and 26 July 2014, in the capacity of a consumer, is not required to present such a document complying with mandatory content requirements?

3. Must the provisions of EU law listed in Question 1 be interpreted as meaning that infringement of those rules by means of the imposition of the additional requirements listed in Questions 1 and 2 also constitutes an infringement of Articles 20, 21 and 47 of the Charter of Fundamental Rights of the European Union (OJ 2012 C 326, p. 2), taking into account (here and also partly with regard to Questions 1 and 2) that the courts of the Member States must apply EU law in the field of consumer protection even in cases which do not contain any cross-border elements, that is to say, in purely domestic situations, in accordance with the judgments of the Court of Justice of 5 December 2000, *Guimont*, C-448/98, EU:C:2000:663, paragraph 23, 10 May 2012, *Duomo Gpa and Others*, C-357/10 to C-359/10, EU:C:2012:283, paragraph 28, and the order of 3 July 2014, *Tudoran*, C-92/14, EU:C:2014:2051, paragraph 39? Or should the situation be regarded as a cross-border situation merely because the credit agreements referred to in Question 1 are 'foreign currency based credit agreements'?

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

([2]) 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 Vrhovno sodišče Republike Slovenije (Slovenia) lodged on 14 September 2016 — A.S. v Republic of Slovenia

(Case C-490/16)

(2016/C 419/44)

Language of the case: Slovenian

Referring court

Vrhovno sodišče Republike Slovenije

Parties to the main proceedings

Applicant: A.S.

Defendant: Republic of Slovenia

Questions referred

(1) Does judicial protection under Article 27 of Regulation No 604/2013 concern also the interpretation of the conditions of the criterion under Article 13(1) in respect of a decision that the Member State will not examine the application for international protection, that another Member State has already assumed responsibility for examining the applicant's application on the same basis and where the applicant challenges this?

(2) Is the condition of irregular crossing under Article 13(1) of Regulation No 604/2013 to be interpreted independently or in conjunction with Article 3(2) of Directive 2008/115 on return and Article 5 of the Schengen Borders Code which define illegal crossing of the border and must that interpretation be applied in relation to Article 13(1) of Regulation No 604/2013?

(3) In view of the answer to the second question, is the concept of irregular crossing under Article 13(1) of Regulation No 604/2013 in the circumstances of the present case to be interpreted as meaning that there is no irregular crossing of the border where the public authorities of a Member State organise the crossing of the border with the aim of transit to another Member State of the EU?