

Must Article 6(2) of Directive 2003/86/EC ... therefore be interpreted as precluding a national practice according to which an application for entry and residence of a family member can be rejected on grounds of public policy on the basis of convictions during an earlier stay in the Member State concerned, so that, based on the criteria laid down in the judgments of the European Court of Human Rights (the ECtHR) of 2 August 2001, *Boutif v Switzerland*, CE:ECHR:2001:0802JUD005427300, and of 18 October 2006, *Üner v The Netherlands*, CE:ECHR:2006:1018JUD004641099, a balance is struck between the interest of the family member concerned and the sponsor concerned to exercise the right to family reunification in the Netherlands, on the one hand, and the interests of the Netherlands State to protect public order, on the other hand?

⁽¹⁾ Council Directive 2003/86/EC of 22 September 2003 on the right to family reunification (OJ 2003 L 251, p. 12).

Request for a preliminary ruling from the Sąd Rejonowy Lublin-Wschód w Lublinie z siedzibą w Świdniku (Poland) lodged on 11 June 2018 — Lexitor Sp. z o.o. v Spółdzielcza Kasa Oszczędnościowo-Kredytowa im. Franciszka Stefczyka, having its registered office in Gdynia, Santander Consumer Bank S.A., having its registered office in Wrocław, mBank S.A., having its registered office in Warsaw

(Case C-383/18)

(2018/C 294/41)

Language of the case: Polish

Referring court

Sąd Rejonowy Lublin-Wschód w Lublinie z siedzibą w Świdniku

Parties to the main proceedings

Applicant: Lexitor Sp. z o.o.

Defendants: Spółdzielcza Kasa Oszczędnościowo — Kredytowa im. Franciszka Stefczyka, having its registered office in Gdynia, Santander Consumer Bank S.A., having its registered office in Wrocław, mBank S.A., having its registered office in Warsaw

Question referred

Is Article 16(1), in conjunction with Article 3(g), 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 ⁽¹⁾ to be interpreted as meaning that a consumer, in the event of early repayment of his obligations under a credit agreement, is entitled to a reduction in the total costs of the credit, including those costs the amount of which does not depend on the duration of that credit agreement?

⁽¹⁾ OJ 2008 L 133, p. 660.

Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 11 June 2018 — Arriva Italia Srl and Others v Ministero delle Infrastrutture e dei Trasporti

(Case C-385/18)

(2018/C 294/42)

Language of the case: Italian

Referring court

Consiglio di Stato