

**Appeal brought on 1 January 2022 by José María Castillejo Oriol against the order of the General Court (Second Chamber) delivered on 8 November 2021 in Case T-419/21, Castillejo Oriol v Commission**

**(Case C-1/22 P)**

(2022/C 237/31)

*Language of the case: Spanish*

**Parties**

*Appellant:* José María Castillejo Oriol (represented by: Jover Padró, abogado)

*Other party to the proceedings:* European Commission

By order of 2 May 2022, the Court of Justice (Tenth Chamber) dismissed the appeal as being in part manifestly inadmissible and in part manifestly unfounded, and ordered the appellant to bear his own costs.

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**Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on 10 February 2022 — ‘Gjensidige’ ADB**

**(Case C-90/22)**

(2022/C 237/32)

*Language of the case: Lithuanian*

**Referring court**

Lietuvos Aukščiausiasis Teismas

**Parties to the main proceedings**

*Appellant in cassation:* ‘Gjensidige’ ADB

*Other parties:* ‘Rhenus Logistics’ UAB, ‘ACC Distribution’ UAB

**Questions referred**

1. Can Article 71 of Regulation No 1215/2012, <sup>(1)</sup> having regard to Articles 25, 29 and 31 and recitals 21 and 22 thereof, be interpreted as permitting the application of Article 31 of the CMR Convention also in cases where a dispute falling within the scope of both those legal instruments is the subject of an agreement conferring jurisdiction?
2. Having regard to the legislature’s intention to strengthen the protection of agreements conferring jurisdiction in the European Union, can Article 45(1)(e)(ii) of Regulation No 1215/2012 be interpreted more broadly, as covering not only Section 6 of Chapter II of that regulation but also Section 7 thereof?
3. After assessment of the specific features of the situation and the resulting legal consequences, can the term ‘public policy’ used in Regulation No 1215/2012 be interpreted as covering the ground for deciding not to recognise a judgment of another Member State where the application of a specialised convention, such as the CMR Convention, creates a legal situation in which both the agreement conferring jurisdiction and the agreement on the applicable law are not observed in the same case?

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<sup>(1)</sup> Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2012 L 351, p. 1).