Parties to the main proceedings

Applicant: Grünwald Logistik Service GmbH (GLS)

Defendant: Hauptzollamt Hamburg-Stadt

Re:

Reference for a preliminary ruling — Finanzgericht Hamburg — Validity, in the light of Article 2(7)(a) of Council Regulation (EC) No 384/96 of 22 December 1995 on protection against dumped imports from countries not members of the European Community (OJ 1996 L 56, p. 1), of Commission Regulation (EC) No 642/2008 of 4 July 2008 imposing a provisional anti-dumping duty on imports of certain prepared or preserved citrus fruits (namely mandarins, etc.) originating in the People's Republic of China (OJ 2008 L 178, p. 19) and of Council Regulation (EC) No 1355/2008 of 18 December 2008 imposing a definitive anti-dumping duty and collecting definitively the provisional duty imposed on imports of certain prepared or preserved citrus fruits (namely mandarins, etc.) originating in the People's Republic of China (OJ 2008 L 350, p. 35) — Determination of normal value for a country which does not have a market economy — Determination of normal value on the basis of the price actually paid or payable for like products in the European Union — Obligation imposed on the Commission by Article 2(7)(a) of Regulation (EC) No 384/96 to take the measures necessary to determine normal value on the basis of the price or constructed value in a market-economy third country.

Operative part of the judgment

Council Regulation (EC) No 1355/2008 of 18 December 2008 imposing a definitive anti-dumping duty and collecting definitively the provisional duty imposed on imports of certain prepared or preserved citrus fruits (namely mandarins, etc.) originating in the People's Republic of China is invalid.

(1) OJ C 260, 25.9.2010.

Judgment of the Court (Fourth Chamber) of 15 March 2012 — European Commission v Republic of Cyprus

(Case C-340/10) (1)

(Failure of a Member State to fulfil obligations — Directive 92/43/EEC — Articles 4(1) and 12(1) — Failure to include Paralimni Lake as a site of Community importance within the time-limit laid down — System of protection for the species Natrix natrix cypriaca (Cypriot grass snake))

(2012/C 133/09)

Language of the case: Greek

Parties

Applicant: European Commission (represented by: G. Zavvos and D. Recchia, acting as Agents)

Defendant: Republic of Cyprus (represented by: K. Lykourgos and M. Chatzigeorgiou, acting as Agents)

Re:

Failure of a Member State to fulfil obligations — Infringement of Articles 4(1) and 12(1) of Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora (OJ 1992 L 206, p. 7) — Failure to include Paralimni Lake in the national list of sites eligible for identification as sites of Community importance — Failure to establish a system of protection for the species *Natrix natrix cypriaca* (Cypriot grass snake)

Operative part of the judgment

The Court:

1. *Declares that the Republic of Cyprus,*

   — *by not having included the site of Paralimni Lake in the national list of proposed sites of Community importance,*

   — *by tolerating activities which seriously compromise the ecological characteristics of Paralimni Lake and by not having taken the protective measures necessary to maintain the population of Natrix natrix cypriaca (Cypriot grass snake), the species which constitutes the ecological interest of the lake and Xyliatos Dam, and*

   — *by not having taken the requisite measures to establish and apply a system of strict protection for that species,*

   has failed to fulfil its obligations under Article 4(1) of Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora, as amended by Council Directive 2006/105/EC of 20 November 2006, under Directive 92/43, as amended, and under Article 12(1) of Directive 92/43, as amended, respectively;

2. *Orders the Republic of Cyprus to pay the costs.*

(1) OJ C 246, 11.9.2010.

Judgment of the Court (Grand Chamber) of 13 March 2012 — Pye Phyo Tay Za v Council of the European Union, United Kingdom of Great Britain and Northern Ireland, European Commission

(Case C-376/10 P) (1)

(Appeal — Common foreign and security policy — Restrictive measures against the Republic of the Union of Myanmar — Freezing of funds applicable to persons, entities and bodies — Legal basis)

(2012/C 133/10)

Language of the case: English

Parties

Appellant: Pye Phyo Tay Za (represented by: D. Anderson QC, S. Kentridge QC, M. Lester, Barrister, and G. Martin, Solicitor)

Other parties to the proceedings: Council of the European Union (represented by: M. Bishop and E. Finnegan, acting as Agents), United Kingdom of Great Britain and Northern Ireland (represented by: S. Hathaway, acting as Agent, and D. Beard, Barrister), European Commission (represented by: S. Boelaert and M. Konstantinidis, acting as Agents)

Re:

Appeal brought against the judgment of the General Court (Eighth Chamber) of 19 May 2010 in Case T-181/08 Tay Za v Council, by which the Court dismissed an application for partial annulment of Council Regulation (EC) No 194/2008 of 25 February 2008 renewing and strengthening the restrictive measures in respect of Burma/Myanmar and repealing Regulation (EC) No 817/2006, in so far as the applicant's name appears on the list of persons, entities or bodies to which those provisions apply (OJ 2008 L 66, p. 1)

Operative part of the judgment

The Court:

1. *Sets aside the judgment of the General Court of the European Union of 19 May 2010 in Case T-181/08 Tay Za v Council;*

2. *Annuls Council Regulation (EC) No 194/2008 of 25 February 2008 renewing and strengthening the restrictive measures in respect of Burma/Myanmar and repealing Regulation (EC) No 817/2006 in so far as Mr Tay Za is concerned;*

3. *Orders the Council of the European Union to pay the costs of both the proceedings at first instance and the appeal proceedings;*

4. *Orders the United Kingdom of Great Britain and Northern Ireland and the European Commission to bear their own costs in relation to both the proceedings at first instance and the appeal proceedings.*

([1]) OJ C 260, 25.9.2010.

Judgment of the Court (First Chamber) of 15 March 2012 (reference for a preliminary ruling from the Okresný súd Prešov — Slovakia) — Jana Pereničová, Vladislav Perenič v SOS financ, spol. s r. o.

(Case C-453/10) ([1])

(Consumer protection — Consumer credit agreement — Incorrect statement of annual percentage rate of charge — Effect of unfair commercial practices and unfair terms on the validity of the contract as a whole)

(2012/C 133/11)

Language of the case: Slovak

Referring court

Okresný súd Prešov

Parties to the main proceedings

Applicants: Jana Pereničová, Vladislav Perenič

Defendant: SOS financ, spol. s r. o.

Re:

Reference for a preliminary ruling — Okresný súd Prešov — Interpretation of Articles 4(1) and 6(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29), and of Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ 2005 L 149, p. 22) — Consumer credit contract stipulating a usurious interest rate — Effect of unfair commercial practices and unfair terms on the validity of the contract as a whole.

Operative part of the judgment

1. *Article 6(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that, when assessing whether a contract concluded with a consumer by a trader which contains one or more unfair terms can continue to exist without those terms, the court hearing the case cannot base its decision solely on a possible advantage for one of the parties, in this case the consumer, of the annulment of the contract in question as a whole. That directive does not, however, preclude a Member State from providing, in compliance with European Union law, that a contract concluded with a consumer by a trader which contains one or more unfair terms is to be void as a whole where that will ensure better protection of the consumer.*

2. *A commercial practice such as that at issue in the main proceedings which consists in indicating in a credit agreement an annual percentage rate of charge lower than the real rate must be regarded as 'misleading' within the meaning of Article 6(1) of Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') in so far as it causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise. It is for the national court to ascertain whether that is the case in the main proceedings. A finding that such a commercial practice is unfair is one element among others on which the competent court may, pursuant to Article 4(1) of Directive 93/13, base its assessment of the unfairness of the contractual terms relating to the cost of the loan granted to the consumer. Such a finding, however, has no direct effect on the assessment, from the point of view of Article 6(1) of Directive 93/13, of the validity of the credit agreement concluded.*

([1]) OJ C 328, 4.12.2010.