Other parties to the proceedings: European Commission, Enviro Tech International, Inc.

Form of order sought

The appellant claims that the Court should:

— set aside the judgment of the General Court in Case T-291/04 as regards the Appellant's claim for damages; and

— declare the Respondent liable for damages suffered by the Appellant; or

— alternatively, refer the case back to the General Court to rule on the Appellant's claim for damages; and

— order the Respondent to pay all the costs of these proceedings (including the costs before the General Court).

Pleas in law and main arguments

The Appellant submits that, in dismissing its application for damages on the grounds that the Appellant had failed to establish the existence of unlawful action on the part of the Commission, the General Court breached European Union law. In particular, the Appellant contends that the General Court committed an error in its interpretation of the Judgment of the Court in Case C-425/08 and, as a consequence, it made an error in law in failing to assess the third part of the Appellant's first plea of illegality in relation to 'normal handling or use' and concluding that the application for damages should be dismissed.

For these reasons the Appellant claims that the judgment of the General Court in Case T-291/04 should be set aside as regards the Appellant's claim for damages and the Respondent should be declared liable for damages suffered by the Appellant.

Reference for a preliminary ruling from the Juzgado de lo Social No 1 de Benidorm (Spain) lodged on 26 April 2012 — Concepción Maestre García v Centros Comerciales CARREFOUR SA

(Case C-194/12)

(2012/C 227/11)

Language of the case: Spanish

Referring court

Juzgado de lo Social No 1 de Benidorm

Parties to the main proceedings

Applicant: Concepción Maestre García

Defendant: Centros Comerciales Carrefour SA

Questions referred

1. Does Article 7(1) of Directive 2003/88 ([1]) of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time preclude an interpretation of the national legislation that does not allow interruption of a leave period, so that, at a later time, the entire period — or what remains of it — can be taken, where a temporary incapacity takes effect before the period in which leave is taken and there are reasons connected with production or organisation which preclude the leave from being taken in another later period?

2. Does Article 7(1) of Directive 2003/88 of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time preclude an interpretation of the national legislation that permits an undertaking unilaterally to schedule a leave period which coincides with a period of temporary incapacity, where the worker has not expressed in advance a preference to take another period and where there is an agreement between the representatives of the undertaking's workers and the undertaking which so permits?

3. Does Article 7(1) of Directive 2003/88 of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time preclude an interpretation of the national legislation that permits payment in lieu of leave not taken as a result of temporary incapacity if there are reasons connected with production or organisation which preclude the leave from actually being taken, even though the employment contract has not been terminated?

([1]) OJ 2003 L 299, p. 9

Reference for a preliminary ruling from the Rechtbank van eerste aanleg te Brussel (Belgium) lodged on 30 April 2012 — Essent Belgium NV v Vlaamse Reguleringsinstantie voor de Elektriciteits- en Gasmarkt (VREG)

(Case C-204/12)

(2012/C 227/12)

Language of the case: Dutch

Referring court

Rechtbank van eerste aanleg te Brussel

Parties to the main proceedings

Applicant: Essent Belgium NV

Defendant: Vlaamse Reguleringsinstantie voor de Elektriciteits- en Gasmarkt (VREG)

Other Party: Vlaamse Gewest

Vlaamse Gemeenschap

Questions referred

1. Is a national rule, such as that embodied in the Flemish Decreet van 17 juli 2000 houdende de organisatie van de elektriciteitsmarkt (Decree of 17 July 2000 on the organisation of the market in electricity), as implemented by the Besluit (Decision) of the Flemish Government of 5 March 2004, as amended by the Besluit of the Flemish Government of 25 February 2005 on the promotion of the generation of electricity from renewable energy sources, where

   — an obligation is imposed on the suppliers of electricity to final customers connected to the distribution network or the transmission network, to submit a certain number of green certificates annually to the Regulatory Authority (Article 23 of the aforementioned Decreet);

   — an administrative fine is imposed by the Vlaamse Reguleringsinstantie voor de Elektriciteits- en Gasmarkt (VREG) on the suppliers of electricity to final customers connected to the distribution network or the transmission network when the supplier has not submitted a sufficient number of green certificates to fulfil a quota obligation which has been imposed in respect of green certificates (Article 37(2) of the aforementioned Decreet);

   — the Regulatory Authority cannot or will not take into account any guarantees of origin originating from Norway and the Netherlands, and that being in the absence of implementing measures on the part of the Flemish Government, which has acknowledged the equality or equivalence of those certificates (Article 25 of the aforementioned Decreet and Article 15(1) of the Besluit of 5 March 2004), without that equality or equivalence being investigated by the Regulatory Authority in concrete terms;

   — in fact, during the whole time that the Decreet of 17 July 2000 was in force, only certificates for the production of green energy generated in the Flemish Region were taken into account when ascertaining whether the quota obligation had been fulfilled, whereas for the suppliers of electricity to final customers connected to the distribution network or transmission network there was no possibility whatsoever of demonstrating that the guarantees of origin submitted met the condition of the existence of equal or equivalent guarantees regarding the granting of such certificates,

   compatible with Article 34 of the Treaty on the Functioning of the European Union and Article 11 of the EEA Agreement and/or Article 36 of that Treaty and Article 13 of the EEA Agreement?'

2. Is a national rule as referred to in subquestion 1 above compatible with Article 5 of the then Directive 2001/77/EC [1] of the European Parliament and of the Council of 27 September 2001 on the promotion of electricity produced from renewable energy sources in the internal electricity market?

3. Is a national rule as referred to in subquestion 1 above compatible with the principle of equal treatment and the prohibition of discrimination as embodied inter alia in Article 18 of the Treaty on the Functioning of the European Union and Article 3 of the then Directive 2003/54/EC [2] of the European Parliament and of the Council of 26 June 2003 concerning common rules for the internal market in electricity and repealing Directive 96/92/EC?

[1] OJ 2001 L 283, p. 33.
[2] OJ 2003 L 176, p. 37.

Reference for a preliminary ruling from the Rechtbank van eerste aanleg te Brussel (Belgium) lodged on 30 April 2012 — Essent Belgium NV v Vlaamse Reguleringsinstantie voor de Elektriciteits- en Gasmarkt (VREG)

(Case C-205/12)

(2012/C 227/13)

Language of the case: Dutch

Referring court

Rechtbank van eerste aanleg te Brussel

Parties to the main proceedings

Applicant: Essent Belgium NV

Defendant: Vlaamse Reguleringsinstantie voor de Elektriciteits- en Gasmarkt (VREG)

Other Party: Vlaamse Gewest