

Appeal brought on 10 August 2011 by the Council of the European Union against the judgment of the General Court (Fifth Chamber, extended composition) delivered on 8 June 2011 in Case T-86/11 Bamba v Council

(Case C-417/11 P)

(2011/C 311/35)

Language of the case: French

Parties

Appellant: Council of the European Union (represented by: M. Bishop, B. Driessen and E. Dumitriu-Segnana, Agents)

Other parties to the proceedings: Nadiany Bamba, European Commission

Form of order sought

The Council claims that the Court should:

- set aside the judgment delivered on 8 June 2011 by the General Court (Fifth Chamber, extended composition) in Case T-86/11 *Bamba v Council*;
- give final judgment in the matters that are the subject of the present appeal and dismiss the application by Ms Nadiany Bamba as unfounded; and
- order Ms Nadiany Bamba to pay the costs incurred by the Council at first instance and in connection with the present appeal.

Pleas in law and main arguments

The Council puts forward two pleas in law in support of its appeal.

The appellant's main plea is that the reasoning provided in the contested measures meets the requirements of Article 296 TFEU and, consequently, the General Court erred in law in ruling that the contested measures are vitiated by an inadequate statement of reasons. The Council provided in the recitals in the preambles to the contested measures a detailed description of the particularly serious situation in Côte d'Ivoire which justified the measures taken against certain persons and entities. Moreover, the Council clearly stated the reasons why it considers that Ms Nadiany Bamba should be subject to the restrictive measures concerned.

In the alternative, the Council claims that the General Court erred in law in failing to take into account, in its assessment of whether the obligation to state reasons had been complied with, the context, which is well known to Ms Nadiany Bamba, in which the contested measures were adopted.

Reference for a preliminary ruling from the Městský soud v Praze (Czech Republic) lodged on 10 August 2011 — Česká spořitelna, a.s. v Gerald Feichter

(Case C-419/11)

(2011/C 311/36)

Language of the case: Czech

Referring court

Městský soud v Praze

Parties to the main proceedings

Applicant: Česká spořitelna, a.s.

Defendant: Gerald Feichter

Questions referred

1. May the concept of matters concerning a contract concluded by a consumer for a purpose which can be regarded as being outside his trade or profession in Article 15(1) of Council Regulation (EC) No 44/2001⁽¹⁾ be interpreted as extending also to claims under a promissory note issued in incomplete form brought by the payee against the giver of the aval for the maker of the note?
2. Whether the answer to the first question is affirmative or negative, may the concept of claims relating to a contract in Article 5(1)(a) of Council Regulation (EC) No 44/2001 be interpreted in such a way that, having regard exclusively to the content of the document as such, it extends also to claims under a promissory note issued in incomplete form brought by the payee against the giver of the aval for the maker of the note?

⁽¹⁾ Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters; OJ 2001 L 12, p. 1.

Appeal brought on 10 August 2011 by the Prezes Urzędu Komunikacji Elektronicznej against the order made by the General Court (Seventh Chamber) on 23 May 2011 in Case T-226/10 Prezes Urzędu Komunikacji Elektronicznej v Commission

(Case C-422/11 P)

(2011/C 311/37)

Language of the case: Polish

Parties

Appellant: Prezes Urzędu Komunikacji Elektronicznej (represented by: D. Dziedzic-Chojnacka, D. Pawłowska)

Other party to the proceedings: European Commission