

**Parties to the main proceedings**

Applicant: Ministero dell'Interno

Defendant: Fastweb SpA

Intervening party: Telecom Italia SpA

**Operative part of the judgment**

1. On a proper construction of Article 2d(4) of Council Directive 89/665/EEC of 21 December 1989 on the coordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts, as amended by Directive 2007/66/EC of the European Parliament and of the Council of 11 December 2007, where a public contract is awarded without prior publication of a contract notice in the Official Journal of the European Union, but that was not permissible under Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts, the contract may not be declared ineffective if the conditions laid down in that provision are in fact satisfied, which it is for the referring court to determine.
2. Examination of the second question has not revealed anything which might affect the validity of Article 2d(4) of Directive 89/665, as amended by Directive 2007/66.

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<sup>(1)</sup> OJ C 86, 23.3.2013.

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**Judgment of the Court (Third Chamber) of 10 September 2014 (request for a preliminary ruling from the Krajský súd v Prešove — Slovakia) — Monika Kušionová v SMART Capital a.s.**

(Case C-34/13) <sup>(1)</sup>

*(Request for a preliminary ruling — Directive 93/13/EEC — Unfair terms — Consumer credit agreement — Article 1(2) — Term reflecting a mandatory statutory provision — Scope of the directive — Articles 3(1), 4, 6(1) and 7(1) — Security for credit in the form of a charge on immovable property — Whether it is possible to enforce the charge by means of a sale by auction — Judicial review)*

(2014/C 409/09)

Language of the case: Slovak

**Referring court**

Krajský súd v Prešove

**Parties to the main proceedings**

Applicant: Monika Kušionová

Defendant: SMART Capital a.s.

**Operative part of the judgment**

- 1) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as not precluding national legislation, such as that at issue in the main proceedings, which allows the recovery of a debt that is based on potentially unfair contractual terms by the extrajudicial enforcement of a charge on immovable property provided as security by the consumer, in so far as that legislation does not make it excessively difficult or impossible in practice to protect the rights conferred on consumers by that directive, which is a matter for the national court to determine.

- 2) Article 1(2) of Directive 93/13 must be interpreted as meaning that a contractual term included in a contract concluded by a seller or supplier with a consumer falls outside the scope of that directive only if that contractual term reflects the content of a mandatory statutory or regulatory provision, which is a matter for the national court to determine.

<sup>(1)</sup> OJ C 141, 18.5.2013.

**Judgment of the Court (Third Chamber) of 11 September 2014 — Groupement des cartes bancaires (CB) v European Commission, BNP Paribas, BPCE, formerly Caisse Nationale des Caisses d'Épargne and de Prévoyance (CNCEP), Société Générale SA**

(Case C-67/13 P) <sup>(1)</sup>

*(Appeal — Competition — Agreements, decisions and concerted practices — Article 81(1) EC — Payment cards system in France — Decision by an association of undertakings — Issuing market — Pricing measures applicable to 'new entrants' — Membership fee, mechanism for 'regulating the acquiring function' and 'dormant member "wake-up"' mechanism — Concept of restriction of competition 'by object' — Examination of the degree of harm to competition)*

(2014/C 409/10)

Language of the case: French

**Parties**

*Appellant:* Groupement des cartes bancaires (CB) (represented by: F. Pradelles, O. Fauré and C. Ornellas-Chancerelles, avocats, and by J. Ruiz Calzado, abogado)

*Other parties to the proceedings:* European Commission (represented by: O. Beynet, V. Bottka and B. Mongin, acting as Agents), BNP Paribas (represented by: O. de Juvigny, D. Berg and P. Heusse, avocats), BPCE, formerly Caisse Nationale des Caisses d'Épargne and de Prévoyance (CNCEP) (represented by: A. Choffel, S. Hautbourg, L. Laidi and R. Eid, avocats), Société Générale SA (represented by: P. Guibert and P. Patat, avocats)

**Operative part of the judgment**

*The Court:*

- 1) Sets aside the judgment of the General Court of the European Union of 29 November 2012 in Case T-491/07 CB v Commission;
- 2) Refers the case back to the General Court of the European Union;
- 3) Reserves the costs.

<sup>(1)</sup> OJ C 114, 20.4.2013.

**Judgment of the Court (Second Chamber) of 11 September 2014 (request for a preliminary ruling from the Cour de cassation — Belgium) — Philippe Gruslin v Beobank SA, formerly Citibank Belgium SA**

(Case C-88/13) <sup>(1)</sup>

*(Reference for a preliminary ruling — Freedom of establishment — Freedom to provide services — Undertakings for collective investment in transferable securities (UCITS) — Directive 85/611/EEC — Article 45 — Concept of 'payments to unit-holders' — Delivery to unit-holders of certificates for registered units)*

(2014/C 409/11)

Language of the case: French

**Referring court**

Cour de cassation