

— order the Council of the European Union to pay the costs.

Pleas in law and main arguments

1. In the opinion of the German Government, Articles 91 and 218(9) TFEU do not confer on the European Union the competence to develop a common position relating to all the rules which were the subject of consultation and decision-making on the occasion of the 25th meeting of the OTIF Revision Committee. Therefore, by adopting the decision, the Council infringed the principle of conferral pursuant to the first sentence of Article 5(2) TEU.
2. Furthermore, the statement of reasons of the contested decision is defective because it is not sufficiently clear from that decision why the European Union has the competence to develop a common position relating to all the rules which were the subject of consultation and decision-making at the 25th meeting of the OTIF Revision Committee.
3. In addition, by adopting the contested measure only one day before the start of the 25th meeting of the OTIF Revision Committee, the Council infringed the principle of sincere cooperation in conjunction with the principle of effective legal protection. As a result, the Federal Republic of Germany was deprived of any opportunity to bring the matter before the Court of Justice in due time in order to obtain (interim) legal protection against the contested decision.

Request for a preliminary ruling from the Retten i Glostrup (Denmark) lodged on 23 December 2014 — Anklagemyndigheden v Canal Digital Danmark A/S

(Case C-611/14)

(2015/C 073/25)

Language of the case: Danish

Referring court

Retten i Glostrup

Parties to the main proceedings

Applicant: Anklagemyndigheden

Defendant: Canal Digital Danmark A/S

Questions referred

1. Is Directive 2005/29/EC ⁽¹⁾ of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market, etc. ('the Unfair Commercial Practices Directive') to be interpreted as precluding a national scheme such as that provided for in Paragraph 3 of the Danish Markedsføringsloven, which prohibits misleading marketing practices, including in connection with invitations to purchase, but which neither in Paragraph 3 or elsewhere in the law refers to the limitations arising as a result of Article 7(1) of the Directive, under which account is to be taken of whether a marketing practice omits material information, that the average consumer needs, according to the context, to take an informed transactional decision, and as a result of Article 7(3), under which account should be taken of the fact that the communications medium used imposes limitations of time and space?

2. Is Article 6 of the Unfair Commercial Practices Directive to be interpreted as meaning that — in situations where a trader has opted to state a total price for an ongoing subscription so that the consumer must pay both an ongoing monthly charge and an ongoing six-monthly charge — it will be considered a misleading practice if the monthly price is particularly highlighted in the marketing practice, whilst the six-month charge is omitted entirely or presented only in a less conspicuous manner?
3. Is Article 7 of the Directive to be interpreted as meaning that — in situations where a trader has opted to state a total price for an ongoing subscription so that the consumer must pay both an ongoing monthly charge and an ongoing six-monthly charge — it will be considered a misleading omission under Article 7 of the Directive if the monthly price is particularly highlighted in the marketing practice, whilst the six-month charge is omitted entirely or presented only in a less conspicuous manner?
4. In the assessment of whether a marketing practice is misleading in a situation such as that described in questions 2 and 3, is account to be taken of whether the abovementioned marketing practice:
 - a) states the total price for the subscription in the commitment period, including the six-month charge,

and/or
 - b) is done through advertisements or publicity on the Internet, where reference is made to the trader's website, where the six-month charge and/or the total price for the subscription, including the six-month charge, is stated?
5. Does it have any bearing on the answers to questions 2 and 3 if the marketing takes place in a television advertisement?
6. Does Article 7(4) of the Directive contain an exhaustive enumeration of what information is material for an invitation to purchase?
7. If question 6 is answered in the affirmative, does Article 7(4) of the Directive rule out the possibility that an invitation to purchase — which states the total price the consumer will have to pay for the first year of the subscription's contract period (commitment period) — can be regarded as a misleading marketing practice under Article 7(1) and (2) or Article 6 of the Directive if, for example, further information is given about certain — but not all — components of the product's price?

⁽¹⁾ OJ 2005 L 149, p. 22.

Action brought on 6 January 2015 — European Commission v Republic of Austria

(Case C-1/15)

(2015/C 073/26)

Language of the case: German

Parties

Applicant: European Commission (represented by: F. Erlbacher and A. Aresu, acting as Agents)

Defendant: Republic of Austria