

Grounds of appeal and main arguments

The appellant relies on four grounds in support of the appeal. Specifically:

- The order under appeal is vitiated by a defective statement of reasons and was made on the basis of a misinterpretation of the facts and the law in relation to the identity of the body which actually and in reality made the decision on the 'bail in' impairment of bank deposits.
- The order under appeal was made contrary to general principles of law in that the General Court misinterpreted the fact that, irrespective of the shape or form taken by the Eurogroup's contested decision, that decision was in this case an act against which an appeal could be brought.
- The order under appeal is in error in that the General Court for the making of the order failed to examine the legal and actual association of the European Commission, the European Central Bank and the Eurogroup and also failed to examine the fact that, on the basis of the principle of legal causation and the true author test, the acts of the Eurogroup constituted acts of the European Central Bank and the European Commission, which ought to have acted in a way compatible with the Treaty and the Protocols of the European Union and on the basis of secondary and derivative law.

In consequence, the General Court failed to examine the substance of the appellant's arguments and case, and thus erred in dismissing the action for annulment.

- In the event that this appeal is upheld, the appellant should not be ordered to pay the costs of this appeal or of the proceedings at first instance.

Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 2 March 2015 — Nokia Italia SpA and Others v Ministero per i beni e le attività culturali (MiBAC) and Others

(Case C-110/15)

(2015/C 178/07)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Appellants: Nokia Italia SpA, Hewlett-Packard Italiana srl, Telecom Italia SpA, Samsung Electronics Italia SpA, Dell SpA, Fastweb SpA, Sony Mobile Communications Italy SpA, Wind Telecomunicazioni SpA

Respondents: Ministero per i beni e le attività culturali (MiBAC), Società italiana degli autori ed editori (SIAE), Istituto per la tutela dei diritti degli artisti interpreti esecutori (IMAIE), in liquidazione, Associazione nazionale industrie cinematografiche audiovisive e multimediali (Anica), Associazione produttori televisivi (Apt)

Questions referred

1. Does Community law, and in particular recital 31 in the preamble to, and Article 5(2)(b) of, Directive 2001/29/EC⁽¹⁾, preclude national rules (in particular, Article 71-sexies of the Italian Legge sul Diritto d'autore (Law on copyright), in conjunction with Article 4 of the [Decree of] 30 December 2009) that provide that, in the case of media and devices acquired for purposes clearly unrelated to private copying (that is to say, for professional use only), determination of the criteria for 'ex ante' exemption from the levy is left to private negotiation, or 'free bargaining', with particular regard to the 'application protocols' referred to in Article 4 above, failing any general provisions and any guarantee of equal treatment between the SIAE and persons obliged to pay the compensation, or their trade or professional associations?

2. Does Community law, and in particular recital 31 in the preamble to, and Article 5(2)(b) of, Directive 2001/29/EC, preclude national rules (in particular Article 71-sexies of the Italian Law on copyright, in conjunction with the [Decree of] 30 December 2009, and the instructions on reimbursement given by the SIAE, that provide that, in the case of media and devices acquired for purposes clearly unrelated to private copying (that is to say, for professional use only), reimbursement may be requested only by the final user rather than the producer of the media and devices?

⁽¹⁾ Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society (OJ L 167, p. 10).

**Request for a preliminary ruling from the Conseil d'État (France) lodged on 18 December 2014 —
Association nationale des opérateurs détaillants en énergie (ANODE) v Premier ministre, Ministre de
l'économie, de l'industrie et du numérique, Commission de régulation de l'énergie, GDF Suez**

(Case C-121/15)

(2015/C 178/08)

Language of the case: French

Referring court

Conseil d'État

Parties to the main proceedings

Applicant: Association nationale des opérateurs détaillants en énergie (ANODE)

Defendants: Premier ministre, Ministre de l'économie, de l'industrie et du numérique, Commission de régulation de l'énergie, GDF Suez

Questions referred

1. Must the intervention of a Member State consisting in requiring the incumbent supplier to offer to supply final consumers with natural gas at regulated tariffs, but which does not preclude competing offers from being made at prices lower than those tariffs by the incumbent supplier or alternative suppliers, be regarded as leading to a situation whereby price levels for the supply of natural gas to final consumers are determined independently of free market forces and as constituting, by its very nature, an obstacle to the achievement of a competitive market in natural gas, as referred to in Article 3(1) of Directive 2009/73/EC ⁽¹⁾?
2. If the first question is to be answered in the affirmative, what criteria should be used to assess the compatibility with Directive 2009/73/EC of such State intervention in the price of the supply of natural gas to final consumers?

In particular:

- (a) To what extent and under what conditions does Article 106(2) TFEU, read in conjunction with Article 3(2) of Directive 2009/73/EC, enable Member States to pursue, by intervening in prices for the supply of natural gas to consumers, objectives other than maintaining the price of supply at a reasonable level, such as ensuring secure supply and territorial cohesion?