Questione pregiudiziale

On a proper construction of Article 4 of [Protocol No 7 to the European Convention on the Protection of Human Rights and Fundamental Freedoms] and Article 50 [of the Charter of Fundamental Rights of the European Union], is the provision made under Article 10b of Legislative Decree No 74/00 consistent with Community law, in so far as it permits the criminal liability of a person to whom a final assessment by the tax authorities of the State has already been issued imposing an administrative penalty in the sum of 30 % of the unpaid amount to be assessed in respect of the same act or omission (non-payment of VAT)?

Request for a preliminary ruling from the Pécsi Törvényszék (Hungary) lodged on 15 May 2015 — Hőszig Kft. v Alstom Power Thermal Services

(Case C-222/15)

(2015/C 245/12)

Language of the case: Hungarian

Referring court

Pécsi Törvényszék

Parties to the main proceedings

Applicant: Hőszig Kft.

Defendant: Alstom Power Thermal Services

Questions referred

I. With regard to Regulation (EC) No 593/2008 ([1]) of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) ('Regulation No 593/2008'):

1. May a court or tribunal of a Member State interpret the expression 'it appears from the circumstances' used in Article 10(2) of Regulation No 593/2008 as meaning that the examination of 'the circumstances which must be taken into consideration' in order to determine whether it is reasonable to find that a party did not consent, under the law of the State in which the party has his habitual residence, must cover the circumstances of the conclusion of the contract, the subject-matter of the contract and the performance of the contract?

1.1 Must the effect referred to in Article 10(2) resulting from the situation described in the preceding paragraph 1 be interpreted as meaning that when, as a result of the reference made [to the law of the country of habitual residence] by a party, it appears from the circumstances that consent to the law applicable pursuant to paragraph 1 was not a reasonable effect of that party's conduct, the court must determine the existence and validity of the contractual clause pursuant to the law of the country of habitual residence of the party who made the reference?

2. May the court of that Member State interpret Article 10(2) of Regulation No 593/2008 as meaning that the court has a discretion — having regard to all the circumstances of the case — if, in the light of the circumstances to be taken into consideration, consent to the law applicable under Article 10(1) was not a reasonable effect of the party's conduct?

3. If a party — under Article 10(2) of Regulation No 593/2008 — refers to the law of the country in which he has his habitual residence in order to establish that he did not consent, must the court of a Member State take into account the law of the country of habitual residence of that party in the sense that, by virtue of the law of that country, because of the 'circumstances' mentioned, the consent of that party to the law chosen in the contract was not reasonable conduct?

3.1 In that case, is an interpretation by a court of a Member State contrary to EU law if, according to that interpretation, the examination of the 'circumstances' in order to determine whether it is reasonable to find that a party did not consent covers the circumstances of the conclusion of the contract, the subject-matter of the contract and the performance of the contract?

II. With regard to Council Regulation (EC) No 44/2001 ([2]) of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters:

1. Is the interpretation of a court of a Member State contrary to Article 23(1) of Regulation No 44/2001 if, according to it, a specific court must be designated or — having regard to the content of recital 14 in the preamble to that Regulation — is it sufficient if the wish or intention of the parties can be deduced unequivocally from the wording?

1.1 Is the interpretation of a court of a Member State consistent with Article 23(1) of Regulation No 44/2001 if, according to it, a clause conferring jurisdiction, included in the standard contract terms of one of the parties, under which the parties stipulate that disputes arising from or connected with the validity, performance or termination of the order which cannot be settled amicably between the parties are to be subject to the exclusive and final jurisdiction of the courts of a city of a specific Member State — specifically, the courts of Paris — is sufficiently precise, given that the wish or intention of the parties in relation to the designated Member State can be deduced unequivocally from its wording — having regard to the content of recital 14 in the preamble to the Regulation?

([1]) OJ 2008 L 177, p. 6.
([2]) OJ 2001 L 12, p. 1.

Reference for a preliminary ruling from the Tribunale di Catania (Italy) lodged on 19 May 2015 — Criminal proceedings against Snezhana Velikova

(Case C-228/15)

(2015/C 245/13)

Language of the case: Italian

Referring court

Tribunale di Catania

Party to the main proceedings

Snezhana Velikova

Question referred

Are Articles 20 and 21 of [Legislative Decree No 30 of 6 February 2007] and [subsequent amendments] implementing Directive 2004/38/EC ([1]) contrary to [European Union] law?

([1]) Directive 2004/38/EC of the European Parliament and of the Council of 29 April 2004 on the right of citizens of the Union and their family members to move and reside freely within the territory of the Member States amending Regulation (EEC) No 1612/68 and repealing Directives 64/221/EEC, 68/360/EEC, 72/194/EEC, 73/148/EEC, 75/34/EEC, 75/35/EEC, 90/364/EEC, 90/365/EEC and 93/96/EEC (OJ 2004 L 158, p. 77).