

Question referred

Must Directive 93/13/EEC, ⁽¹⁾ the second sentence of Article 19(1) of the Treaty on European Union, and Article 47 of the Charter of Fundamental Rights of the European Union be interpreted as precluding a national law that, when cases are related, in particular when there is a guarantee claim related to the original proceedings, provides that the cases are to be determined together before the same court, even though as a result of that provision jurisdiction in respect of the guarantee claim lies with a court other than that within whose jurisdiction the consumer resides or other than that of his address for service?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Request for a preliminary ruling from the Consiglio di Stato (Italy), lodged on 12 June 2017 — Mobit Soc.cons. a.r.l. v Regione Toscana

(Case C-350/17)

(2017/C 330/05)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Appellant: Mobit Soc.cons. a.r.l.

Respondent: Regione Toscana

Questions referred

1. Does Article 5(2) of Regulation (EC) No 1370/2007 ⁽¹⁾ (in particular, the prohibition, laid down in subparagraphs (b) and (d), on the participation of internal operators in extra moenia tendering procedures) apply equally where a contract has been awarded prior to the entry into force of that regulation?
2. May a legal person governed by public law which has been directly awarded a contract by a State authority for the provision of local transport services and which has a direct relationship with the State authority in terms of organisation and control and whose capital is owned by the State (either wholly or in part, together with other public entities) be regarded, in the abstract, as an 'internal operator' within the meaning of the regulation and, as the case may be, by analogy with the case-law on the subject of 'in house provision'?
3. In the case of the direct award of a contract for the provision of services falling within the scope of Regulation (EC) No 1370/2007, if, after that award, the State authority in question (while itself retaining sole power to award concessions) establishes a public administrative authority that has power to organise the services in question but does not have 'similar control' over the contractor, does that fact take the award in question outside the scope of the rules in Article 5(2) of the regulation?
4. If the date of expiry of a directly awarded contract falls after the end of the 30-year period ending on 3 December 2039 (that period commencing on the date of entry into force of Regulation (EC) No 1370/2007) does that render the award inconsistent with the principles laid down in the combined provisions of Articles 5 and 8(3) of the regulation, or may such an irregularity be regarded as automatically remedied, for all legal purposes, by an implied shortening of the length of the contract by operation of law (Article 8(3)), so as to fall within the 30-year period?

⁽¹⁾ Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road and repealing Council Regulations (EEC) Nos 1191/69 and 1107/70 (OJ 2007 L 315, p. 1).