

Grounds of appeal and main arguments

The first ground of appeal alleges an error of law and distortion. That ground is divided into three parts and concerns paragraphs 36, 39, 43 to 56, 62 and 63 of the judgment under appeal.

By the first part, the Commission claims that the General Court erred in law in the interpretation of the notice of competition. In paragraphs 36, 45 and 47 to 56 of the judgment under appeal, it wrongly took the view, first, that the adjective 'full', used in the expression 'full legal education', appearing in the notice of competition, did not refer to the content of the diploma required and, second, that the word 'corresponding' in the expression 'a diploma corresponding to a Master's degree as a minimum' did not refer to the diploma but to training. Similarly, the Commission considers that a contextual and teleological interpretation does not in any way support the General Court's findings since the interpretation of the conditions for taking part in a competition must be undertaken in the light of the description of the tasks of the positions to be filled, which were, according to Annex I to the notice of competition, translation tasks to be carried out by 'highly qualified lawyers'.

By the second part, the Commission claims that the General Court erred in law in its interpretation of Article 5(3)(c)(i) of the Staff Regulations in paragraphs 46 to 49 and 52 to 53 of the judgment under appeal. The Commission considers that that provision of the Staff Regulations is irrelevant for purposes of recruitment procedures and, in particular, that it does not preclude an administrative authority, when determining the content of a notice of competition, from laying down more stringent participation conditions than the criteria laid down in that provision. Contrary to the General Court's finding, a notice of competition cannot be interpreted in the light of that provision of the Staff Regulations.

By the third part, the Commission alleges distortion of the content of the vocational Master's degree of the University of Poitiers and of the application submitted by the applicant at first instance. The Commission considers that it is manifestly evident from both those items of evidence that the applicant did not have a diploma certifying the completion of a five-year 'Master 2' degree in law, as required by the notice of competition. The findings of the General Court in paragraphs 39, 43, 44, 52, 53 and 54 of the judgment under appeal are therefore erroneous.

The second ground of appeal alleges an error in law in the interpretation of the rules governing the delimitation of the powers of a competition selection board during the verification of the award of a candidate's diploma. This second ground, which concerns paragraphs 37, 52, 54, 55 and 56 of the judgment under appeal, seeks to challenge the General Court's reasoning that a selection board must accept the diploma of the applicant at first instance on the sole basis of the national rules governing the award of the diploma.

The third ground of appeal, which concerns paragraphs 39, 44, 47, 48, 52 and 57 to 61 of the judgment under appeal, alleges infringement of the duty to state reasons in that the General Court failed to make it sufficiently clear on the basis of which documents in the case the applicant at first instance is demonstrated to have been awarded a diploma enabling him to satisfy the condition required by the notice of competition. Moreover, it is submitted, the General Court is inconsistent because, although it stated that a full legal education and the diploma certifying completed university studies were two distinct criteria, it found that a diploma had been awarded, without specifying which document was capable of constituting evidence of the completion of a full legal training. Finally, the General Court did not provide sufficient explanations as to why, in the judgment delivered in Case T-420/13, which now has the force of *res judicata*, the applicant's diploma was refused in a tendering procedure for freelance translation services for the Court, even though that same diploma is now being claimed as a basis on which that applicant can be appointed as a professional lawyer-linguist in the translation services of the Court.

Request for a preliminary ruling from the Okrazhen sad Blagoevgrad (Bulgaria) lodged on 16 January 2018 — Bryan Andrew Ker v Pavlo Postnov, Natalia Postnova

(Case C-25/18)

(2018/C 112/28)

Language of the case: Bulgarian

Referring court

Okrazhen sad Blagoevgrad

Parties to the main proceedings

Appellant: Bryan Andrew Ker

Respondents: Pavlo Postnov, Natalia Postnova

Questions referred

1. Do the decisions of unincorporated associations created by operation of law due to the special ownership of a right, which are taken by a majority of their members but which bind all of them, including those who did not cast a vote, form the basis of a 'contractual obligation' for the purposes of determining international jurisdiction pursuant to Article 7(1)(a) of Regulation (EU) No 1215/2012? ⁽¹⁾
2. If the first question is answered in the negative: Are the rules on determining the applicable law for contractual relationships under Regulation (EC) No 593/2008 ⁽²⁾ of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) applicable to such decisions?
3. If the first and the second questions are answered in the negative: Are the provisions of Regulation (EC) No 864/2007 ⁽³⁾ of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) applicable to such decisions, and which of the non-contractual bases of liability referred to in that regulation is relevant here?
4. If the first or second question is answered in the affirmative: Should the decisions of unincorporated associations regarding expenditure for building maintenance be regarded as constituting a 'contract for the provision of services' within the meaning of Article 4(1)(b) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) or as a contract relating to a 'right *in rem*' or a 'tenancy' within the meaning of Article 4(1)(c) of that regulation?

⁽¹⁾ Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2012 L 351, p. 1).

⁽²⁾ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ 2008 L 177, p. 6).

⁽³⁾ Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) (OJ 2007 L 199, p. 40).

Request for a preliminary ruling from the Cour du travail de Liège (Belgium) lodged on 18 January 2018 — V v Institut national d'assurances sociales pour travailleurs indépendants, Securex Integrity ASBL

(Case C-33/18)

(2018/C 112/29)

Language of the case: French

Referring court

Cour du travail de Liège

Parties to the main proceedings

Applicant: V

Defendants: Institut national d'assurances sociales pour travailleurs indépendants, Securex Integrity ASBL