

Request for a preliminary ruling from the Tribunale di Milano (Italy) lodged on 28 May 2018 — Avv. Alessandro Salvoni v Anna Maria Fiermonte

(Case C-347/18)

(2018/C 285/42)

Language of the case: Italian

Referring court

Tribunale di Milano

Parties to the main proceedings

Applicant: Avv. Alessandro Salvoni

Defendant: Anna Maria Fiermonte

Question referred

Should Article 53 of Regulation (EU) No 1215/2012⁽¹⁾ and Article 47 of the Charter of Fundamental Rights of the European Union be interpreted as meaning that it is not possible for the court of origin, which has been requested to issue the certificate provided for in Article 53 of Regulation (EU) No 1215/2012 with regard to a judgment that has acquired the force of a *res judicata*, to exercise powers of its own motion to ascertain whether there has been a breach of the rules set out in Chapter II, Section 4 of the Brussels Ibis Regulation, so that it may inform the consumer of any breach that is established and enable the consumer to consider, in full knowledge of the facts, the possibility of availing himself of the remedy provided for in Article 45 of the 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).

Request for a preliminary ruling from the Juzgado de Primera Instancia de Reus (Spain) lodged on 30 May 2018 — Jaime Cardus Suarez v Catalunya Caixa S.A.

(Case C-352/18)

(2018/C 285/43)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia de Reus

Parties to the main proceedings

Applicant: Jaime Cardus Suarez

Defendant: Catalunya Caixa S.A.

Questions referred

1. 1.1 Is Article 1(2) of Directive 93/13⁽¹⁾ to be interpreted as meaning that a contractual term that incorporates an official index, the IRPH, regulated by a statutory provision, is not subject to the provisions of the directive, even if that index does not have to be applied unless the parties so wish and it is not of a supplementary nature in the absence of agreement between the parties?
- 1.2 Is Article 1(2) of Directive 93/13 to be interpreted as meaning that a contractual term that incorporates an official index, the IRPH, even if regulated by a statutory provision, is subject to the provisions of the directive, where that contractual term amends the stipulation contained in the administrative provision defining the IRPH on the negative differential that would need to be applied where that index is used as a contractual rate, in order to match the APR of the mortgage transaction to the market APR, with it then being presumed that the contractual balance struck by the national legislature has been altered?