

**Request for a preliminary ruling from the Győri Ítéltábla (Hungary) lodged on 10 July 2018 —  
Tibor-Trans Fuvarozó és Kereskedelmi Kft. v DAF TRUCKS N.V.**

**(Case C-451/18)**

(2018/C 319/18)

*Language of the case: Hungarian*

**Referring court**

Győri Ítéltábla

**Parties to the main proceedings**

*Applicant:* Tibor-Trans Fuvarozó és Kereskedelmi Kft.

*Defendant:* DAF TRUCKS N.V.

**Questions referred**

Should the rule on special jurisdiction laid down in Article 7(2) of Regulation (EU) No 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters <sup>(1)</sup> be interpreted as meaning that the court of a Member State has jurisdiction as the court for the 'place where the harmful event occurred', where:

- the domicile or principal place of economic activity or of the financial interests of the applicant who claims to have suffered the damage or loss is in the State in question;
- the claim brought by the applicant — which is against a single defendant, namely a truck manufacturer domiciled in another Member State — is based on an infringement [established] by [a decision of] the European Commission under Article 101(1) of the Treaty on the Functioning of the European Union (formerly Article 81(1) of the EC Treaty), consisting of collusive arrangements on pricing and gross price increases in the European Economic Area, and the decision is addressed to other parties in addition to the defendant;
- the applicant only purchased trucks manufactured by other undertakings involved in the cartel;
- there is nothing to show that any of the meetings that were found to restrict competition were held in the State of the court seised;
- the applicant generally purchased the trucks — in its view, at distorted prices — in the State of the court seised, and to that end it entered into financial leasing agreements involving definite transfer of ownership with undertakings that operated in that State but, according to its own statements, the applicant negotiated directly with the vehicle dealerships, and the lessor added its own profit margin and the leasing costs onto the prices agreed by the applicant, and the right of ownership over the vehicles was transferred to the applicant on completion of the leasing agreement, when it expired?

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<sup>(1)</sup> OJ 2012 L 351, p. 1.