C/2025/4269

11.8.2025

Request for a preliminary ruling from the Lietuvos vyriausiasis administracinis teismas (Lithuania) lodged on 12 May 2025 – Lietuvos Respublikos konkurencijos taryba v Lietuvos krepšinio lyga and Others

(Case C-324/25, Lietuvos krepšinio lyga and Others)

(C/2025/4269)

Language of the case: Lithuanian

Referring court

Lietuvos vyriausiasis administracinis teismas

Parties to the main proceedings

Appellant and defendant at first instance: Lietuvos Respublikos konkurencijos taryba

Other parties to the appeal and applicants at first instance: Lietuvos krepšinio lyga, Všį Utenos Juventus, Všį KK Statyba, Všį Žalgirio krepšinio centras, Všį SSK, Všį Neptūno krepšinio klubas, Všį Veržlusis Nevėžis, Všį Krepšinio klubas Šiauliai, Všį Dzūkijos sportas, now – Všį BC Wolves, Všį Krepšinio klubas Lietkabelis, Bankrupt Všį Krepšinio sporto klubas Prienai

Questions referred

1. Can an agreement between the basketball clubs and their association, which organises a basketball club championship, not to pay salaries to players employed by the basketball clubs under contracts in force be regarded as an agreement restricting competition by fixing the purchase prices of the basketball players' services for the purposes of Article 101(1)(a) TFEU?

2. If the answer to the first question is in the affirmative, can an agreement such as that at issue in the main proceedings be regarded as an agreement restricting competition by object within the meaning of Article 101(1)(a) TFEU?

3. For the purposes of Article 101(1)(a) of the Treaty on the Functioning of the European Union, read in conjunction with Article 165 of the Treaty on the Functioning of the European Union, when deciding on an agreement such as that at issue in the main proceedings, are the economic and legal context of the agreement regarding the onset of the COVID-19 virus pandemic and the relevant restrictions on economic and sporting activities adopted by the public authorities relevant, and ought those circumstances to be taken into account when deciding on the agreement at issue in the case in the main proceedings and the liability of the basketball clubs and their association?