

V

(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Reference for a preliminary ruling from the Thüringer Oberlandesgericht (Germany) lodged on 19 May 2008 — Wasser- und Abwasserzweckverband Gotha und Landkreisgemeinden (WAZV Gotha) v Eurawasser Aufbereitungs- und Entsorgungsgesellschaft mbH

(Case C-206/08)

(2008/C 247/02)

*Language of the case: German***Referring court**

Thüringer Oberlandesgericht

Parties to the main proceedings

Appellant: Wasser- und Abwasserzweckverband Gotha und Landkreisgemeinden (WAZV Gotha)

Respondent: Eurawasser Aufbereitungs- und Entsorgungsgesellschaft mbH

Questions referred

1. Is a contract for the supply of services (here, the supply of water and treatment of waste water), the content of which does not provide for the contracting authority to make a direct payment of consideration to the supplier but for the supplier to be afforded the right to collect consideration under private law from third parties, to be classified for that reason alone as a service concession within the meaning of Article 1(3)(b) of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors ⁽¹⁾, as distinct from a service contract for pecuniary interest within the meaning of Article 1(2)(a) and (d) of Directive 2004/17?
2. If the first question is answered in the negative, does a contract of the kind described in the first question constitute a service concession if the risk connected with operating the

service in question, because of the rules of public law governing it (compulsory connection and usage; prices calculated on a break-even basis), is significantly limited from the outset — that is to say, even if the contracting authority were to provide the service itself — but the supplier assumes that limited risk in full or at least to a predominant extent?

3. If the second question is also answered in the negative, is Article 1(3)(b) of Directive 2004/17 to be interpreted as meaning that the degree of risk connected with operating the service, particularly the marketing risk, must in qualitative terms be comparable to that which normally exists under conditions in a free market with more than one competing tenderer?

⁽¹⁾ OJ 2004 L 134, p. 1.

Reference for a preliminary ruling from the Budaörsi Városi Bíróság (Hungary) lodged on 2 June 2008 — Pannon GSM Zrt. v Erzsébet Sustikné Gyórfi

(Case C-243/08)

(2008/C 247/03)

*Language of the case: Hungarian***Referring court**

Budaörsi Városi Bíróság

Parties to the main proceedings*Applicant:* Pannon GSM Zrt.*Defendant:* Erzsébet Sustikné Gyórfi