

Appeal brought on 15 September 2010 by Télévision française 1 SA (TF1) against the judgment of the General Court (Fifth Chamber) delivered on 1 July 2010 in Joined Cases T-568/08 and T-573/08 M6 and TF1 v Commission

(Case C-451/10 P)

(2010/C 328/27)

Language of the case: French

Parties

Appellant: Télévision française 1 SA (TF1) (represented by: J.-P Hordies, lawyer)

Other parties to the proceedings: Métropole télévision (M6), Canal +, European Commission, French Republic, France Télévisions

Form of order sought

- declare the present appeal admissible and well-founded;
- set aside the judgment delivered by the General Court of the European Union on 1 July 2010 in Joined Cases T-568/08 and T-573/08, *M6 and TF1 v Commission*;
- order the Commission to pay all the costs.

Pleas in law and main arguments

The appellant relies on two pleas in support of its appeal.

Télévision française 1 SA (TF1) criticises the General Court for having disregarded, confirming the Commission's position in that respect, the existence of serious difficulties in assessing the compatibility with the common market of aid received by France Télévisions, difficulties which should have led to the initiation of a formal investigation procedure provided for in Article 108(2) TFEU. Therefore, by its first plea, the appellant relies on infringement of rules relating to the burden of proof and the taking of evidence in that the General Court requested the applicants to adduce evidence that serious doubts existed as to the actual use to which the endowment notified was put, rather than accepting the evidence that the aid had not been allocated.

By its second plea, the appellant submits that the General Court erred in law in applying Article 106(2) TFEU holding, first, that the falls in advertising revenue, even caused by management errors, could be offset by State aid and, second, by stating that the application of Article 106(2) did not require an assessment of the efficient functioning of public service.

Reference for a preliminary ruling from the Okresný súd Prešov lodged on 16 September 2010 — Jana Pereničová, Vladislav Perenič v S.O.S. financ, spol. sro

(Case C-453/10)

(2010/C 328/28)

Language of the case: Slovakian

Referring court

Okresný súd Prešov

Parties to the main proceedings

Applicants: Jana Pereničová, Vladislav Perenič

Defendant: S.O.S. financ, spol. sro

Questions referred

1. Is the scope of consumer protection under Article 6(1) of Council Directive 93/13/EEC⁽¹⁾ of 5 April 1993 on unfair terms in consumer contracts ('Directive 93/13/EEC') such as to make it possible, where unfair contractual clauses are found in a consumer contract, to conclude that the contract as a whole is not binding on the consumer, if that is more advantageous to the consumer?
2. Are the criteria determining what is an unfair commercial practice in accordance with European Parliament and Council Directive 2005/29/EC⁽²⁾ of 11 May 2005 concerning unfair business to consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council such as to permit the conclusion that, if a supplier quotes in the contract a lower annual percentage rate (APR) than is in fact the case, it is possible to regard that step by the supplier towards the consumer as an unfair commercial practice? If there is a finding of an unfair commercial practice, does Directive 2005/29/EC permit there to be any impact on the validity of a credit agreement and on the achievement of the objective in Article 4(1) and Article 6(1) of Directive 93/13, if invalidity of the contract is more advantageous for the consumer?

⁽¹⁾ OJ L 112, p. 29.

⁽²⁾ OJ L 149, p. 22.