

the meaning of Article 5 of Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests, and

- the national authorities are required to apply an administrative measure, within the meaning of the first indent of Article 4(1) of Regulation No 2988/95, which requires repayment of all of the aid unduly paid, in so far as it is established, which is a matter for the national court to determine, that the two storage contracts at issue in the main proceedings each related, partially or totally, to the grape musts which cannot be regarded as being of Community origin and which were mixed, in the course of concentration and storage, with grape musts of Community origin.

⁽¹⁾ OJ C 89, 24.3.2012.

Judgment of the Court (First Chamber) of 13 December 2012 (request for a preliminary ruling from the College van Beroep voor het bedrijfsleven — Netherlands) — Maatschap L.A. en D.A.B. Langestraat en P. Langestraat-Troost v Staatssecretaris van Economische Zaken, Landbouw en Innovatie

(Case C-11/12) ⁽¹⁾

(Common agricultural policy — Integrated administration and control system — Reduction of or exclusion from payments in the event of non-compliance with cross-compliance rules — Vicarious liability)

(2013/C 38/11)

Language of the case: Dutch

Referring court

College van Beroep voor het bedrijfsleven

Parties to the main proceedings

Applicant: Maatschap L.A. en D.A.B. Langestraat en P. Langestraat-Troost

Defendant: Staatssecretaris van Economische Zaken, Landbouw en Innovatie

Re:

Reference for a preliminary ruling — College van Beroep voor het Bedrijfsleven — Interpretation of Article 23(1) of Council Regulation (EC) No 73/2009 of 19 January 2009 establishing common rules for direct support schemes for farmers under the common agricultural policy and establishing certain support schemes for farmers, amending Regulations (EC) No 1290/2005, (EC) No 247/2006, (EC) No 378/2007 and repealing Regulation (EC) No 1782/2003 (OJ 2009 L 30, p. 16) — Integrated management and control system —

Reductions and exclusions in the event of non compliance with the cross-compliance rules — Farmer who leased, from a third party, agricultural land and accepted, on a temporary basis, the spreading of manure on that land by that third party — Non-compliance, on the part of that third party, with the statutory management requirements

Operative part of the judgment

Article 23(1) of Council Regulation (EC) No 73/2009 of 19 January 2009 establishing common rules for direct support schemes for farmers under the common agricultural policy and establishing certain support schemes for farmers, amending Regulations (EC) No 1290/2005, (EC) No 247/2006, (EC) No 378/2007 and repealing Regulation (EC) No 1782/2003, is to be interpreted as meaning that non-compliance with cross-compliance rules by the person to whom or from whom the agricultural land was transferred, involving reduction of the total amount of direct payments or exclusion from direct support, must be attributed in full to the farmer submitting the aid application.

⁽¹⁾ OJ C 98, 31.3.2011.

Order of the Court (Seventh Chamber) of 19 November 2012 — Luigi Marcuccio v European Commission

(Case C-1/11 SA) ⁽¹⁾

(Application for leave to serve a garnishee order on the European Union)

(2013/C 38/12)

Language of the case: Italian

Parties

Applicant: Luigi Marcuccio (represented by: G. Cipressa, lawyer)

Defendant: European Commission (represented by: J. Currall and C. Berardis-Kayser, Agents, and A. Dal Ferro, lawyer)

Re:

Protocol on privileges and immunities — Application for leave to serve a garnishee order on the Commission in respect of sums owing to the European Union by the Italian Republic and, in the alternative, in respect of movable property belonging to the European Union held in the Italian Republic — Waiver of the Commission's immunity — Article 1 of the Protocol on the Privileges and Immunities of the European Union

Operative part of the order

1. The application for a garnishee order is dismissed.

2. *Mr Luigi Marcuccio and the European Commission are ordered to bear their own costs.*

⁽¹⁾ OJ C 89, 24.3.2012.

Request for a preliminary ruling from the Landgericht Hamburg (Germany) lodged on 22 November 2012 — Andrea Lange v ERGO Lebensversicherung AG

(Case C-529/12)

(2013/C 38/13)

Language of the case: German

Referring court

Landgericht Hamburg

Parties to the main proceedings

Applicant: Andrea Lange

Defendant: ERGO Lebensversicherung AG

Question referred

Must the first indent of Article 15(1) of Council Directive 90/619/EEC of 8 November 1990 ⁽¹⁾, having regard to Article 31(1) of Council Directive 92/96/EEC of 10 November 1992 ⁽²⁾, be interpreted as precluding a provision — such as the fourth sentence of Paragraph 5a(2) of the *Versicherungsvertragsgesetz* (Law on insurance contracts) in the version of the *Drittes Gesetz zur Durchführung versicherungsrechtlicher Richtlinien des Rates der Europäischen Gemeinschaften* (Third Law implementing directives of the Council of the European Communities on insurance law) of 21 July 1994 — under which a right of cancellation lapses one year at the latest after payment of the first premium even if the policy-holder has not been informed about the right of cancellation?

⁽¹⁾ Council Directive 90/619/EEC of 8 November 1990 on the coordination of laws, regulations and administrative provisions relating to direct life assurance, laying down provisions to facilitate the effective exercise of freedom to provide services and amending Directive 79/267/EEC (OJ 1990 L 330, p. 50)

⁽²⁾ Council Directive 92/96/EEC of 10 November 1992 on the coordination of laws, regulations and administrative provisions relating to direct life assurance and amending Directives 79/267/EEC and 90/619/EEC (Third Life Assurance Directive) (OJ 1992 L 360, p. 1)

Request for a preliminary ruling from the Juzgado de Primera Instancia e Instrucción No 1 de Catarroja (Spain) lodged on 26 November 2012 — Banco Popular Español S.A. v Maria Teodolinda Rivas Quichimbo and Wilmar Edgar Cun Pérez

(Case C-537/12)

(2013/C 38/14)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia e Instrucción No 1 de Catarroja

Parties to the main proceedings

Applicant: Banco Popular Español S.A.

Defendants: Maria Teodolinda Rivas Quichimbo and Wilmar Edgar Cun Pérez

Questions referred

1. (Must) Directive 93/13/EEC ⁽¹⁾ be interpreted as precluding national legislation which prevents a judicial authority hearing mortgage enforcement proceedings such as those governed by Articles 681 to 695 of the Spanish *Ley de Enjuiciamiento Civil 1/2000* from examining, either of its own motion or at the request of a party, the unfairness of a clause contained in a contract concluded between a supplier or seller and a consumer, whether or not the latter has formulated opposition(?)
2. Regardless of whether the answer to (that question) is positive or negative, (must) Directive 93/13 be interpreted as precluding national legislation which prevents a judicial authority hearing mortgage enforcement proceedings of the kind governed by Articles 681 to 695 of the Spanish *Ley de Enjuiciamiento Civil 1/2000* from suspending those proceedings in the event that declaratory proceedings are subsequently initiated in which a declaration is sought as to the unfairness of a clause contained in the contract concluded between a supplier or seller and a consumer, the said contract having been relied upon to commence the abovementioned enforcement proceedings(?)

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).