

*Defendant:* Hellenic Republic (represented by: S. Chala and D. Tsagkaraki, acting as Agents)

### Re:

Failure of a Member State to fulfil obligations — Infringement of Articles 8 and 11(3) of Council Directive 92/50/EEC of 18 June 1992 relating to the coordination of procedures for the award of public service contracts (OJ 1992 L 209, p. 1) and of Articles 20 and 31(4) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts (OJ 2004 L 134, p. 114) — Award of a contract without prior publication of a contract notice — Contract relating to additional land-registry and town-planning services — Municipalities of Vasilika, Kassandra, Egnatia and Arethousa

### Operative part of the judgment

*The Court:*

1. Declares that, by having awarded, by means of a negotiated procedure without prior publication of a contract notice, public contracts for additional land registry and town planning services which do not appear in the initial contract concluded by the municipalities of Vasilika, Kassandra, Egnatia and Arethousa, the Hellenic Republic has failed to fulfil its obligations under Articles 8 and 11(3) of Council Directive 92/50/EEC of 18 June 1992 relating to the coordination of procedures for the award of public service contracts, as amended by Directive 97/52/EC of the European Parliament and of the Council of 13 October 1997, and Articles 20 and 31(4) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts;
2. Orders the Hellenic Republic to pay the costs.

<sup>(1)</sup> OJ C 63, 26.2.2011.

**Reference for a preliminary ruling from the Fővárosi Bíróság (Hungary) lodged on 16 September 2011 — Banif Plus Bank Zrt. v Csaba Csipai and Viktória Csipai**

(Case C-472/11)

(2011/C 370/26)

*Language of the case: Hungarian*

### Referring court

Fővárosi Bíróság

### Parties to the main proceedings

*Applicant:* Banif Plus Bank Zrt.

*Defendant:* Csaba Csipai, Viktória Csipai

### Questions referred

1. Are the procedures of a national court consistent with Article 7(1) of Directive 93/13/EEC <sup>(1)</sup> if, where a contract term is held to be unfair, and the parties did not submit a claim to that effect, the court informs them that it holds sentence 4 of clause 29 of the standard contract terms of the loan agreement between the parties to the proceedings to be invalid? That invalidity arises from breach of the legislation, namely Paragraph 1(1)(c) and (2)(j) of Government Decree 18/1999 on Unfair Contract Terms.
2. In the circumstances of the first question, is it permissible for the court to direct the parties to the proceedings to make a statement in relation to the contract term in question, so that the legal implications of any unfairness may be established and so that the aims expressed in Article 6(1) of Directive 93/13/EEC may be achieved?
3. In the circumstances described above, is it permissible for the court, when examining an unfair contract term, to examine all the terms of the contract, or may it examine only the terms on which the party concluding the contract with the consumer bases his claim?

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

**Reference for a preliminary ruling from the Hajdú-Bihar Megyei Bíróság (Hungary) lodged on 26 September 2011 — IBIS S.r.l. v PARTIUM '70 Múanyagipari Zrt.**

(Case C-490/11)

(2011/C 370/27)

*Language of the case: Hungarian*

### Referring court

Hajdú-Bihar Megyei Bíróság

### Parties to the main proceedings

*Applicant:* IBIS S.r.l.

*Defendant:* PARTIUM '70 Múanyagipari Zrt.

### Questions referred

1. Are the provisions of Article 45(1) and (2) of Council Regulation 44/2001/EC <sup>(1)</sup> of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters to be interpreted as meaning that a court in the Member State in which recognition is sought may, in the appeal procedure under Article 45, refuse an application for a declaration of enforceability of a foreign judgment if the certificate referred to in Article 54 of that Regulation was issued without the conditions contained in Article 66(2)(a) or (b) thereof having been met?
2. If so, how is Article 35(3) of that Regulation to be interpreted in relation to the application of Article 66 thereof?