

*Other parties to the proceedings:* European Commission, Enviro Tech International, Inc.

### Form of order sought

The appellant claims that the Court should:

- set aside the judgment of the General Court in Case T-291/04 as regards the Appellant's claim for damages; and
- declare the Respondent liable for damages suffered by the Appellant; or
- alternatively, refer the case back to the General Court to rule on the Appellant's claim for damages; and
- order the Respondent to pay all the costs of these proceedings (including the costs before the General Court).

### Pleas in law and main arguments

The Appellant submits that, in dismissing its application for damages on the grounds that the Appellant had failed to establish the existence of unlawful action on the part of the Commission, the General Court breached European Union law. In particular, the Appellant contends that the General Court committed an error in its interpretation of the Judgment of the Court in Case C-425/08 and, as a consequence, it made an error in law in failing to assess the third part of the Appellant's first plea of illegality in relation to 'normal handling or use' and concluding that the application for damages should be dismissed.

For these reasons the Appellant claims that the judgment of the General Court in Case T-291/04 should be set aside as regards the Appellant's claim for damages and the Respondent should be declared liable for damages suffered by the Appellant.

**Reference for a preliminary ruling from the Juzgado de lo Social No 1 de Benidorm (Spain) lodged on 26 April 2012**  
— **Concepción Maestre García v Centros Comerciales CARREFOUR SA**

(Case C-194/12)

(2012/C 227/11)

*Language of the case: Spanish*

### Referring court

Juzgado de lo Social No 1 de Benidorm

### Parties to the main proceedings

*Applicant:* Concepción Maestre García

*Defendant:* Centros Comerciales Carrefour SA

### Questions referred

1. Does Article 7(1) of Directive 2003/88<sup>(1)</sup> of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time preclude an interpretation of the national legislation that does not allow interruption of a leave period, so that, at a later time, the entire period — or what remains of it — can be taken, where a temporary incapacity takes effect before the period in which leave is taken and there are reasons connected with production or organisation which preclude the leave from being taken in another later period?
2. Does Article 7(1) of Directive 2003/88 of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time preclude an interpretation of the national legislation that permits an undertaking unilaterally to schedule a leave period which coincides with a period of temporary incapacity, where the worker has not expressed in advance a preference to take another period and where there is an agreement between the representatives of the undertaking's workers and the undertaking which so permits?
3. Does Article 7(1) of Directive 2003/88 of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time preclude an interpretation of the national legislation that permits payment in lieu of leave not taken as a result of temporary incapacity if there are reasons connected with production or organisation which preclude the leave from actually being taken, even though the employment contract has not been terminated?

<sup>(1)</sup> OJ 2003 L 299, p. 9

**Reference for a preliminary ruling from the Rechtbank van eerste aanleg te Brussel (Belgium) lodged on 30 April 2012**  
— **Essent Belgium NV v Vlaamse Reguleringsinstantie voor de Elektriciteits- en Gasmarkt (VREG)**

(Case C-204/12)

(2012/C 227/12)

*Language of the case: Dutch*

### Referring court

Rechtbank van eerste aanleg te Brussel