

Judgment of the Court (Fifth Chamber) of 5 March 2015 — European Commission v Versalis SpA, formerly Polimeri Europa SpA, Eni SpA and Versalis SpA, formerly Polimeri Europa SpA, Eni SpA v European Commission

(Joined Cases C-93/13 P and C-123/13 P) ⁽¹⁾

(Appeal — Competition — Agreements, decisions and concerted practices — Chloroprene rubber market — Succession of production entities — Imputability of the unlawful conduct — Fines — Repeated infringement — Unlimited jurisdiction)

(2015/C 138/03)

Language of the case: Italian

Parties

(C-93/13 P)

Appellant: European Commission (represented by: V. Di Bucci, G. Conte and R. Striani, acting as Agents)

Other parties to the proceedings: Versalis SpA, formerly Polimeri Europa SpA, Eni SpA (represented by: M. Siragusa, G. M. Roberti, F. Moretti, I. Perego, F. Cannizzaro, A. Bardanzellu, D. Durante, and V. Laroccia, avvocati)

(C-123/13 P)

Appellants: Versalis SpA, formerly Polimeri Europa SpA, Eni SpA (represented by: M. Siragusa, G.M. Roberti, F. Moretti, I. Perego, F. Cannizzaro, A. Bardanzellu, D. Durante, and V. Laroccia, avvocati)

Other party to the proceedings: European Commission (represented by: V. Di Bucci, G. Conte and R. Striani, acting as Agents)

Operative part of the judgment

The Court:

- 1) *Rejects the appeals in Cases C-93/13 P and C-123/13 P;*
- 2) *Orders the European Commission to pay the costs relating to the appeal in Case C-93/13 P;*
- 3) *Orders Versalis SpA and Eni SpA to pay the costs relating to the appeal in Case C-123/13 P.*

⁽¹⁾ OJ C 114, 20.4.2013.
OJ C 147, 25.5.2013.

Judgment of the Court (Ninth Chamber) of 26 February 2015 (request for a preliminary ruling from the Tribunalul Specializat Cluj — Romania) — Bogdan Matei, Ioana Ofelia Matei v SC Volksbank România SA

(Case C-143/13) ⁽¹⁾

(Directive 93/13/EEC — Unfair terms in contracts concluded between a seller or supplier and a consumer — Article 4(2) — Assessment of the unfairness of contractual terms — Exclusion of terms relating to the main subject-matter of the contract or the adequacy of the price and remuneration as long as they are in plain intelligible language — Terms including a ‘risk charge’ charged by the lender and authorising it, under certain conditions, unilaterally to alter the interest rate)

(2015/C 138/04)

Language of the case: Romanian

Referring court

Tribunalul Specializat Cluj