

Parties to the main proceedings

Applicants: Alpina River Cruises GmbH, Nicko Tours GmbH

Defendant: Ministero delle infrastrutture e dei trasporti — Capitaneria di Porto di Chioggia

Question referred

Must Council Regulation (EEC) No 3577/92 of 7 December 1992⁽¹⁾ be interpreted as applying to cruises carried out between ports within a Member State without different passengers embarking and disembarking in those ports, in that those cruises start and end with the same passengers embarking and disembarking in the same port within that Member State?

⁽¹⁾ Council Regulation (EEC) No 3577/92 of 7 December 1992 applying the principle of freedom to provide services to maritime transport within Member States (maritime cabotage) (OJ 1992 L 364, p. 7).

Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 15 January 2013 — Ministero dell'Interno v Fastweb S.p.a.

(Case C-19/13)

(2013/C 86/18)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Applicant: Ministero dell'Interno

Defendant: Fastweb S.p.a.

Questions referred

1. Must Article 2d(4) of Directive 2007/66/EC⁽¹⁾ be construed as meaning that if, before awarding the contract directly to a specific economic operator, selected without prior publication of a contract notice, an awarding authority published the notice for voluntary ex ante transparency in the *Official Journal of the European Union* and waited at least 10 days before concluding the contract, the national court is — always and in any event — precluded from declaring the contract to be ineffective, even if it is established that there has been an infringement of the provisions permitting, subject to certain conditions, the award of a contract without a competitive tendering procedure?
2. Is Article 2d(4) of Directive 2007/66/EC — if interpreted as making it impossible to declare a contract ineffective, in

accordance with national law (Article 122 of the Code of administrative procedure), even though the national court has established an infringement of the provisions permitting, subject to certain conditions, the award of a contract without a competitive tendering procedure — compatible with the principles of equality of the parties, of non-discrimination and of protecting competition, and also of guaranteeing the right to an effective remedy enshrined in Article 47 of the Charter of Fundamental Rights of the European Union?

⁽¹⁾ Directive 2007/66/EC of the European Parliament and of the Council of 11 December 2007 amending Council Directives 89/665/EEC and 92/13/EEC with regard to improving the effectiveness of review procedures concerning the award of public contracts (OJ 2007 L 335, p. 31).

Request for a preliminary ruling from the Verwaltungsgericht Berlin (Germany) lodged on 15 January 2013 — Daniel Unland v Land Berlin

(Case C-20/13)

(2013/C 86/19)

Language of the case: German

Referring court

Verwaltungsgericht Berlin

Parties to the main proceedings

Applicant: Daniel Unland

Defendant: Land Berlin

Questions referred

1. Is European primary and/or secondary law, here in particular Directive 2000/78/EC,⁽¹⁾ to be interpreted as a comprehensive prohibition of unjustified age discrimination, such that it also covers national rules on the remuneration of *Land* judges?
2. If Question 1 is answered in the affirmative: does the interpretation of this European primary and/or secondary law mean that a national provision under which the level of the basic pay of a judge on establishment of the status of judge, and the subsequent rise in that basic pay, is dependent on his age constitutes direct or indirect age discrimination?
3. If Question 2 is also answered in the affirmative: does the interpretation of this European primary and/or secondary law preclude the justification of such a national provision by the legislative aim of making payment for professional experience and/or interpersonal skills?