

**Questions referred**

1. Is Article 6(1) of the fisheries partnership agreement between the European Community and the Kingdom of Morocco exclusive in that it excludes Community vessels from being authorised to fish in Moroccan fishing zones on the basis of licences issued exclusively by the competent Moroccan authorities for Moroccan owners of fishing quotas?
2. Is Article 6(1) of the fisheries partnership agreement between the European Community and the Kingdom of Morocco exclusive in that it excludes Community vessels from being chartered to Moroccan companies on a bareboat charter (on the standard 'Barecon 2001' BIMCO Standard Bareboat Charter form) for fishing in Moroccan fishing zones carried out on the basis of a licence issued exclusively by the competent Moroccan authorities to Moroccan owners of quotas?
3. Is the answer to question 2 affected in the event that the chartering party also gives competence in the form of administration and crewing of the fishing vessel and technical support to the Moroccan company?
4. Does the fisheries partnership agreement between the European Community and the Kingdom of Morocco mean that the Kingdom of Morocco is entitled to develop and carry out its own domestic industrial pelagic fishing alongside the agreement below the 29th Parallel (N)? If that is the case, does the agreement entitle the Kingdom of Morocco to charter or grant licences directly to Community fishing vessels for its domestic fishing without there being a need for a permit from the European Community?

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**Request for a preliminary ruling from the Förvaltningsrätten i Malmö (Sweden) lodged on 6 November 2013 — Bricmate AB v Tullverket**

(Case C-569/13)

(2014/C 15/14)

*Language of the case: Swedish*

**Referring court**

Förvaltningsrätten i Malmö

**Parties to the main proceedings**

*Applicant:* Bricmate AB

*Defendant:* Tullverket

**Questions referred**

Is Council Implementing Regulation (EU) No 917/2011 <sup>(1)</sup> of 12 September 2011 imposing a definitive anti-dumping duty and collecting definitively the provisional duty imposed on imports of ceramic tiles originating in the People's Republic of China (OJ 2011 L 238, p. 1) invalid on any one of the following grounds:

1. that the investigation of the European Union institutions contains manifest errors of fact,
2. that the investigation of the European Union institutions contains manifest errors of assessment,
3. that the Commission has failed in its obligation to exercise due care and has disregarded Article 3(2) and (6) of Council Regulation (EC) No 1225/2009 <sup>(2)</sup> of 30 November 2009 on protection against dumped imports from countries not members of the European Community (OJ 2009 L 343, p. 51),
4. that the Commission has disregarded its obligations under Article 20(1) of Regulation No 1225/2009 and has disregarded the company's rights of the defence,
5. that the Commission, contrary to Article 17 of Regulation No 1225/2009, has failed to take into account the information which the company supplied, and/or
6. that the Commission failed in its duty to state reasons (pursuant to Article 296 of the Treaty on the Functioning of the European Union)?

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<sup>(1)</sup> OJ L 238, p. 1.

<sup>(2)</sup> OJ L 343, p. 51.

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**Request for a preliminary ruling from the Amtsgericht Rüsselsheim (Germany) lodged on 12 November 2013 — Thomas Etzold and Others v Condor Flugdienst GmbH**

(Case C-575/13)

(2014/C 15/15)

*Language of the case: German*

**Referring court**

Amtsgericht Rüsselsheim

**Parties to the main proceedings**

*Applicants:* Thomas Etzold, Sandra Etzold, Toni Lennard Etzold

*Defendant:* Condor Flugdienst GmbH

**Questions referred**

1. Must the extraordinary circumstance within the meaning of Article 5(3) of Regulation No 261/2004 <sup>(1)</sup> relate directly to the booked flight?
2. If extraordinary circumstances which occur during earlier flights are also relevant to a later flight, must the reasonable measures to be taken by the operating air carrier, in accordance with Article 5(3) of Regulation No 261/2004, relate only to preventing the extraordinary circumstance or also to avoiding a long delay?
3. Are adverse actions by third parties acting on their own responsibility and to whom certain tasks that constitute part of the operation of an air carrier have been entrusted, to be deemed to be extraordinary circumstances within the meaning of Article 5(3) of Regulation No 261/2004?
4. If the answer to Question 3 is in the affirmative, does the assessment of the situation depend on who (airline, airport operator etc.) entrusted the task(s) to the third party?

<sup>(1)</sup> Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17.2.2004, p. 1).

**Appeal brought on 19 November 2013 by Europäisch-Iranische Handelsbank AG against the judgment of the General Court (Fourth Chamber) delivered on 6 September 2013 in Case T-434/11: Europäisch-Iranische Handelsbank AG v Council of the European Union**

(Case C-585/13 P)

(2014/C 15/16)

*Language of the case: English*

**Parties**

*Appellant:* Europäisch-Iranische Handelsbank AG (represented by: S. Jeffrey, Solicitor, S. Ashley, Solicitor, A. Irvine, Solicitor, H. Hohmann, Rechtsanwalt, D. Wyatt QC, R. Blakeley, Barrister)

*Other parties to the proceedings:* Council of the European Union, European Commission, United Kingdom of Great Britain and Northern Ireland

**Form of order sought**

The appellant claims that the Court should:

- Set aside the Judgment of the General Court in the detailed respects indicated in this Appeal;
- Annul the Contested Measures immediately in so far as they apply to EIH;
- Order that the Council pay EIH's costs of the proceedings before the General Court and before this Court on Appeal.

and

**Pleas in law and main arguments**

1. The General Court erred in law and reached a conclusion incompatible with the pleadings in concluding that EIH conceded that it carried out the transactions relied upon by the Council to justify its designation:
  - EIH did not concede that it carried out the transactions contained in the Council's statement of reasons.
  - EIH's denial that it had carried out the transactions in the statement of reasons was sufficiently pleaded in its written pleadings and was, therefore, admissible.
2. The General Court erred in law in finding that the substantive criteria for designation were met:
  - EIH did not concede that it carried out the transactions relied upon by the Council to justify its designation and the Council failed to provide evidence to the contrary.
  - The transactions referred to in EIH's Application did not correspond to the transactions relied upon by the Council to justify designation.

- EIH's submission that certain transactions were excluded from the scope of the EU sanctions regime (viz., payments into frozen accounts) was sufficiently substantiated and accordingly admissible.