

**Judgment of the Court (Fourth Chamber) of 23 December 2015 (request for a preliminary ruling from the Bundesgerichtshof — Germany) — Rüdiger Hobohm v Benedikt Kampik Ltd & Co. KG, Benedikt Aloysius Kampik, Mar Mediterraneo Werbe- und Vertriebsgesellschaft für Immobilien SL**

(Case C-297/14) <sup>(1)</sup>

*(Reference for a preliminary ruling — Judicial cooperation in civil and commercial matters — Regulation (EC) No 44/2001 — Jurisdiction in respect of consumer contracts — Articles 15(1)(c) and 16(1) — Meaning of a commercial or professional activity ‘directed to’ the Member State of the consumer’s domicile — Transaction-management contract designed to achieve the economic objective pursued by means of a brokerage contract concluded beforehand in the course of a commercial or professional activity ‘directed to’ the Member State of the consumer’s domicile — Close link)*

(2016/C 068/11)

Language of the case: German

#### Referring court

Bundesgerichtshof

#### Parties to the main proceedings

Applicant: Rüdiger Hobohm

Defendants: Benedikt Kampik Ltd & Co. KG, Benedikt Aloysius Kampik, Mar Mediterraneo Werbe- und Vertriebsgesellschaft für Immobilien SL

#### Operative part of the judgment

Article 15(1)(c) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, read in conjunction with Article 16(1) of that regulation, must, in so far as it relates to the contract concluded in the context of a commercial or professional activity ‘directed’ by the professional ‘to’ the Member State of the consumer’s domicile, be interpreted as meaning that it may be applied to a contract concluded between a consumer and a professional which on its own does not come within the scope of the commercial or professional activity ‘directed’ by that professional ‘to’ the Member State of the consumer’s domicile, but which is closely linked to a contract concluded beforehand by those same parties in the context of such an activity. It is for the national court to determine whether the constituent elements of that link are present, in particular whether the parties to both of those contracts are identical in law or in fact, whether the economic objective of those contracts concerning the same specific subject-matter is identical and whether the second contract complements the first contract in that it seeks to make it possible for the economic objective of that first contract to be achieved.

<sup>(1)</sup> OJ C 303, 8.9.2014.

---

**Judgment of the Court (Fourth Chamber) of 17 December 2015 (request for a preliminary ruling from the Hof van beroep te Antwerpen — Belgium) — Imtech Marine Belgium NV v Radio Hellenic SA**

(Case C-300/14) <sup>(1)</sup>

*(Reference for a preliminary ruling — Judicial cooperation in civil matters — Regulation (EC) No 805/2004 — European Enforcement Order for uncontested claims — Conditions for certification — Rights of the debtor — Review of the judgment)*

(2016/C 068/12)

Language of the case: Dutch

#### Referring court

Hof van beroep te Antwerpen