

Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II) must be interpreted to the effect that the law applicable to an action for indemnity between the insurer of a tractor unit, which has compensated the victims of an accident caused by the driver of that vehicle, against the insurer of the trailer coupled to it at the time of that accident, is to be determined in accordance with Article 7 of Regulation No 593/2008 if the rules of liability in tort, delict and quasi-delict applicable to that accident by virtue of Article 4 et seq of Regulation No 864/2007 provide for an apportionment of the obligation to compensate for the damage.

⁽¹⁾ OJ C 329, 22.9.2014.
OJ C 7, 12.1.2015.

Judgment of the Court (Second Chamber) of 20 January 2016 — Toshiba Corporation v European Commission

(Case C-373/14 P) ⁽¹⁾

(Appeal — Competition — Agreements, decisions and concerted practices — Article 101(1) TFEU — Power transformers market — Oral market-sharing agreement ('Gentlemen's Agreement') — Restriction of competition 'by object' — Barriers to entry — Presumption of participation in an unlawful cartel — Fines — Guidelines on the method of setting fines (2006) — Point 18)

(2016/C 098/10)

Language of the case: English

Parties

Appellant: Toshiba Corporation (represented by: J. MacLennan, Solicitor, A. Schulz, Rechtsanwalt, and by J. Jourdan and P. Berghe, avocats)

Other party to the proceedings: European Commission (represented by: F. Ronkes Agerbeek, J. Norris-Usher and K. Mojzesowicz, acting as Agents)

Operative part of the judgment

The Court:

1. Dismisses the appeal;
2. Orders Toshiba Corporation to pay the costs.

⁽¹⁾ OJ C 339, 29.9.2014.

Judgment of the Court (Third Chamber) of 14 January 2016 (request for a preliminary ruling from the Bundesverwaltungsgericht (Federal Administrative Court — Germany)) — Vodafone GmbH v Bundesrepublik Deutschland

(Case C-395/14) ⁽¹⁾

(Reference for a preliminary ruling — Common regulatory framework for electronic communications networks and services — Directive 2002/21/EC — Article 7(3) — Procedure for consolidating the internal market for electronic communications — Directive 2002/19/EC — Articles 8 and 13 — Operator designated as having significant market power on a market — Obligations imposed by national regulatory authorities — Price control and cost accounting obligations — Authorisation of mobile call termination fees)

(2016/C 098/11)

Language of the case: German

Referring court

Bundesverwaltungsgericht

Parties to the main proceedings

Applicant: Vodafone GmbH

Defendant: Bundesrepublik Deutschland

Operative part of the judgment

Article 7(3) of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive) must be interpreted as meaning that, when an national regulatory authority has required an operator which has been designated as having significant market power to provide mobile call termination services and has made the fees charged for this subject to authorisation following the procedure laid down in that provision, that national regulatory authority is required to carry out the procedure again before each authorisation of those fees to that operator, where that authorisation is likely to affect trade between the Member States within the meaning of that provision.

⁽¹⁾ OJ C 372, 20.10.2014.

Judgment of the Court (Third Chamber) of 14 January 2016 (request for a preliminary ruling from the Bundesverwaltungsgericht — Germany) — Grüne Liga Sachsen eV and Others v Freistaat Sachsen

(Case C-399/14) ⁽¹⁾

(Reference for a preliminary ruling — Directive 92/43/EEC — Article 6(2) to (4) — Site included in the list of sites of Community importance after a project was authorised but before it began to be carried out — Review of the project after the site was included in that list — Rules governing that review — Consequences of the completion of the project for the choice of alternatives)

(2016/C 098/12)

Language of the case: German

Referring court

Bundesverwaltungsgericht

Parties to the main proceedings

Applicant: Grüne Liga Sachsen eV and Others

Defendant: Freistaat Sachsen

Interveners: Landeshauptstadt Dresden, Vertreter des Bundesinteresses beim Bundesverwaltungsgericht

Operative part of the judgment

1. Article 6(2) of Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora must be interpreted as meaning that a plan or project not directly connected with or necessary to the management of a site, and authorised, following a study that did not meet the requirements of Article 6(3) of that directive, before the site in question was included in the list of SCIs must be the subject of a subsequent review, by the competent authorities, of its implications for that site if that review constitutes the only appropriate step for avoiding that the implementation of the plan or project referred to results in deterioration or disturbance that could be significant in view of the objectives of that directive. It is for the referring court to verify whether those conditions are met.
2. Article 6(2) of the Habitats Directive must be interpreted as meaning that if, in circumstances such as those in the main proceedings, a subsequent review of the implications for the site concerned of a plan or project which began to be put in hand after that site was included in the list of SCIs proves necessary, that review must be carried out in accordance with the requirements of Article 6(3) of that directive. Such a review must take into account all factors existing at the date of that inclusion and all implications arising or likely to arise following the partial or total implementation of the plan or project on the site in question after that date as well.