



## Reports of Cases

**Case C-345/14**

**SIA 'Maxima Latvija'**

**v**

**Konkurences padome**

(Request for a preliminary ruling from the Augstākā tiesa)

(Reference for a preliminary ruling — Competition — Article 101(1) TFEU — Application of analogous national legislation — Jurisdiction of the Court — Concept of 'agreement having as its object the restriction of competition' — Commercial lease agreements — Shopping centres — Right of the anchor tenant to prevent the lessor letting commercial premises to third parties)

Summary — Judgment of the Court (Fourth Chamber), 26 November 2015

1. *Questions referred for a preliminary ruling — Jurisdiction of the Court — Interpretation sought owing to the applicability to an internal situation of a provision of EU law made applicable by national law*

*Jurisdiction to provide that interpretation (Art. 267 TFEU)*

2. *Agreements, decisions and concerted practices — Adverse effect on competition — Criteria for assessment — Distinction between infringements by object and infringements by effect — Infringement by object — Sufficient degree of harm — Found to be sufficient*

*(Art. 101(1) TFEU)*

3. *Agreements, decisions and concerted practices — Adverse effect on competition — Criteria for assessment — Anti-competitive object — Commercial lease agreements — Right of the tenant to prevent the lessor letting commercial premises to third parties — Lawfulness*

*(Art. 101(1) TFEU)*

4. *Agreements, decisions and concerted practices — Adverse effect on competition — Criteria for assessment — Commercial lease agreements — Right of the tenant to prevent the lessor letting commercial premises to third parties — Assessment by reference to the economic and legal context and to a possible closing-off of the market*

*(Art. 101(1) TFEU)*

1. See the text of the decision.

(see para. 12)

2. See the text of the decision.

(see paras 16-20)

3. Article 101(1) TFEU must be interpreted as meaning that the mere fact that a commercial lease agreement for the letting of a large shop or hypermarket located in a shopping centre contains a clause granting the lessee the right to oppose the letting by the lessor, in that centre, of commercial premises to other tenants does not mean that the object of that agreement is to restrict competition within the meaning of that provision.

(see para. 24, operative part 1)

4. In EU competition law, commercial lease agreements, for the letting of a large shop or hypermarket located in a shopping centre and which contain a clause granting the lessee the right to oppose the letting by the lessor, in that centre, of commercial premises to other tenants, may be considered to be an integral part of an agreement having the effect of preventing, restricting or distorting competition within the meaning of Article 101(1) TFEU where it is found, after a thorough analysis of the economic and legal context in which the agreements occur and the specificities of the relevant market, that they make an appreciable contribution to the closing-off of that market. The extent of the contribution of each agreement to that closing-off effect depends, in particular, on the position of the contracting parties on the market at issue and the duration of that agreement.

(see para. 31, operative part 2)