

**Parties to the main proceedings**

*Applicants:* Henricus Cornelis Maria Niessen, Angélique Francisca Niessen-Steeghs, Melissa Alexandra Johanna Niessen, Kenneth Gerardus Henricus Niessen

*Defendant:* Condor Flugdienst GmbH

**Questions referred**

1. 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? <sup>(1)</sup>
2. If the answer to Question 1 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 2004 L 46, p. 1).

---

**Request for a preliminary ruling from the Juzgado de Primera Instancia No 5 de Cartagena (Spain) lodged on 14 March 2014 — Aktiv Kapital Portfolio Investments v Ángel Luis Egea Torregrosa**

(Case C-122/14)

(2014/C 159/19)

*Language of the case: Spanish*

**Referring court**

Juzgado de Primera Instancia No 5 de Cartagena

**Parties to the main proceedings**

*Applicant:* Aktiv Kapital Portfolio Investments

*Defendant:* Ángel Luis Egea Torregrosa

**Question referred**

Must Directive 93/13 <sup>(1)</sup> be interpreted as precluding a provision of national law like the Spanish legislation that does not allow the court to review of its own motion *in limine litis*, in the subsequent enforcement procedure, the judicial enforceable instrument — an order made by the court bringing the order-for-payment proceedings to an end in the absence of any objections — in order to ascertain whether there are unfair terms in the contract that served as a basis for the issue of that decree whose enforcement is sought, because national law considers the matter to be *res judicata* — Articles 551 and 552 of the Ley de Enjuiciamiento Civil [Code of Civil Procedure] in conjunction with Article 816(2) thereof?

---

<sup>(1)</sup> Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts OJ 1993 L 95, p. 29.

---

**Request for a preliminary ruling from the Augstākā tiesa (Republic of Latvia) lodged on 18 March 2014 — Andrejs Surmačs v Finanšu un kapitāla tirgus komisija**

(Case C-127/14)

(2014/C 159/20)

*Language of the case: Latvian*

**Referring court**

Augstākā tiesa