

**Request for a preliminary ruling from the Krajský súd v Prešove (Slovakia) lodged on 4 July 2014 —
CD Consulting s.r.o. v Anna Pančurová and Others**

(Case C-328/14)

(2014/C 351/03)

Language of the case: Slovak

Referring court

Krajský súd v Prešove

Parties to the main proceedings

Applicant: CD Consulting s.r.o.

Defendants: Anna Pančurová and Others

Question referred

Must Article 6(1) of Council Directive 93/13/EEC⁽¹⁾ of 5 April 1993 on unfair terms in consumer contracts and Article 4 of Council Directive 87/102/EEC⁽²⁾ of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit be interpreted as precluding legislation of a Member State, such as the legislation at issue in the main proceedings, which in principle does not allow the national court deciding on rights under an endorsed bill of exchange at any stage of the proceedings to examine of its own motion the agreement and the basis of the legal relationship and the possible unfair nature of a contractual term and any breach of the law regulating the consequences of the failure to state the APR in the consumer credit agreement from which the bill of exchange arose?

⁽¹⁾ OJ 1993 L 95, p. 29.

⁽²⁾ OJ 1993 L 42, p. 48.

**Appeal brought on 15 July 2014 by Adler Modemärkte AG against the judgment of the General Court
(Ninth Chamber) delivered on 14 May 2014 in Case T-160/12 Adler Modemärkte AG v Office for
Harmonisation in the Internal Market (Trade Marks and Designs)**

(Case C-343/14 P)

(2014/C 351/04)

Language of the case: German

Parties

Appellant: Adler Modemärkte AG (represented by: J.-C. Plate, Rechtsanwalt)

Other parties to the proceedings: Office for Harmonisation in the Internal Market (Trade Marks and Designs), Blufin SpA

Form of order sought

The appellant claims that the Court should:

- set aside the judgment under appeal,
- refer the case back to the General Court,
- order the Office for Harmonisation in the Internal Market (Trade Marks and Designs) to pay the costs.

Pleas in law and main arguments

The appeal is against the judgment of the General Court of 14 May 2014 in Case T-160/12, in which the General Court dismissed the action brought by Adler Modemärkte AG against the decision of the Second Board of Appeal of OHIM of 3 February 2012 (Case R 1955/2010-2) relating to opposition proceedings between Blufin SpA and Adler Modemärkte AG.

The appellant raises the following grounds of appeal:

1. First, an infringement of Article 8(1)(b) of the Community Trade Mark Regulation (40/94) is alleged. By deducing the similarity between the signs and the likelihood of confusion between the marks at issue from the similarity of elements of the signs — which correspond to a plainly descriptive indication for the condition of the goods (namely 'navy blue' as the colour indication for the goods utilised by the marks at issue) and, due to lack of inherent distinctive character, are not considered by the relevant public to be an indication of the commercial origin of the goods from a particular undertaking as distinguished from goods of other undertakings — the General Court misinterpreted that rule and the settled case-law on the determination of the similarity between the signs and the likelihood of confusion. In the present dispute, the General Court also misunderstood the legal concept of descriptive indication because it did not consider 'navy blue' to be descriptive for the description of the utilised goods — namely items of clothing — or an essential characteristic of the goods.
2. Secondly, in the judgment under appeal the General Court proceeded on the basis of a distortion of the facts. The General Court denied the descriptive meaning of the indication 'navy blue' (in the respective national languages, in particular in Italian and French) for the goods in classes 18 and 25 in question although the signs at issue between the parties indisputably incorporate a term which plainly describes the goods — namely 'navy blue' in the respective languages of the European Union — and the opposition mark from the Italian 'blu marino' and the mark applied for from the French 'bleu marine' are in each case slightly modified by those terms. Furthermore, even the Opposition Division and the Board of Appeal of OHIM have positively established in previous administrative proceedings that 'navy blue' (in the respective European national languages) is a term which is descriptive of goods. The General Court is bound by that finding.
3. Thirdly, the decision in the grounds of the judgment of the General Court with regard to the allegedly non-descriptive meaning of 'navy blue' is contradictory and shows a failure to state reasons. In paragraph 54, the General Court itself states that the elements of the signs at issue mean the shade in question. In paragraph 55, the General Court also states that that meaning is 'obvious'.
4. Fourthly, the contested decision was issued on the basis of inapplicable statutory regulations, namely the provisions of Regulation (EC) No 207/2009 ⁽¹⁾. The applicable law is Regulation (EC) No 40/94 ⁽²⁾.

⁽¹⁾ Council Regulation (EC) No 207/2009 of 26 February 2009 on the Community trade mark; OJ 2009 L 078, p. 1.

⁽²⁾ Council Regulation (EC) No 40/94 of 20 December 1993 on the Community trade mark; OJ 1994 L 011, p. 1.

**Request for a preliminary ruling from the Tribunale civile di Trieste (Italy) lodged on 21 July 2014 —
Florin Lazar, represented in the proceedings by Luigi Erculeo v Allianz SpA**

(Case C-350/14)

(2014/C 351/05)

Language of the case: Italian

Referring court

Tribunale civile di Trieste

Parties to the main proceedings

Applicant: Florin Lazar, represented in the proceedings by Luigi Erculeo

Defendant: Allianz SpA