

The defendant bases its new decision solely on an amended assessment of the water status of the Schwarze Sulm. That amended classification ('good' water status instead of 'very good' water status) is not compatible with the original management plan. Findings and assessments in the management plan may not simply be amended as the result of an ad-hoc administrative decision based on new criteria. Otherwise, fundamental substantive provisions of the Water Framework Directive, such as in this case the prohibition of deterioration, and important procedural provisions, such as those on public participation, could be easily avoided.

⁽¹⁾ Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy (OJ 2000 L 327, p. 1).

Request for a preliminary ruling from the Judecătoria Câmpulung (Romania) lodged on 21 July 2014 — Maria Bucura v SC Bancpost SA

(Case C-348/14)

(2014/C 361/04)

Language of the case: Romanian

Referring court

Judecătoria Câmpulung

Parties to the main proceedings

Applicant: Maria Bucura

Defendant: SC Bancpost SA

Intervening party: Vasile Ciobanu

Third party: SC Raiffeisen Bank SA

Questions referred

- 1) For the purposes of Directive 93/13/EEC ⁽¹⁾, where authorisation for enforcement has been given in the absence of the consumer, is a national court seised of an objection to enforcement of a credit agreement relating to the issue of a credit card such as an American Express Gold card required, as soon as it has at its disposal the fact and points of laws necessary to that end, to evaluate, including of its own motion, whether the commission provided for in the agreement in question is unfair, namely: (a) — commission for issuing the card; (b) — commission for annual management of the card; (c) — commission for annual management of the additional card; (d) — commission for renewing the card; (e) — commission for replacing the card; (f) — commission for changing the PIN; (g) — commission for withdrawing cash from cash machines and over the counter (the bank's own or those of other banks in Romania or abroad); (h) — commission for payment of goods and/or services supplied by traders abroad or in Romania; (i) — commission for printing and sending statements of account; (j) — commission for viewing balances on cash machines; (k) — commission for late payment; (l) — commission for exceeding the credit limit; (m) — commission for unjustified refusal to pay — notwithstanding the fact that the amount of such commission is not specified in the agreement?
- 2) Is the following statement concerning annual interest: 'Interest on credit shall be calculated by reference to the daily balance, broken down by item (payments, cash withdrawals, charges and commission) and the daily rate of interest for the calculation period. Interest shall be calculated on a daily basis in accordance with the following formula: the sum achieved by multiplying the amount of each item on the daily balance by the daily rate of interest applicable on the relevant day; the daily rate of interest shall be calculated as the ratio between the annual rate and 360 days' — which is of essential importance in the context of Council Directive 87/102/EEC of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit, as amended by Directive 98/7/EC of the European Parliament and of the Council of 16 February 1998, which has similar wording — drafted in plain intelligible language within the meaning of Articles 3 and 4 of Directive 93/13/EEC?
- 3) Does the failure to indicate the amount of commission due under the agreement and the mere inclusion therein of the method of calculating interest, without any indication of the actual amount, allow the national court — pursuant to Council Directive 87/102/EEC of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit ⁽²⁾, as amended by Directive 98/7/EC of the European Parliament and of the Council of 16 February 1998 ⁽³⁾, and to Council Directive 93/13/EEC — to find that the failure to provide such information in the consumer credit agreement has the effect of rendering the credit granted commission and interest-free?

- 4) Does the co-debtor under a credit agreement fall within the definition of 'consumer' in Article 2(a) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, and Article 1(2)(a) of Directive 87/102/EEC?
- 5) If the answer to the preceding question is in the affirmative, is the principle of the effectiveness of the rights conferred by directives satisfied where the amount of interest, commission and charges is made known only to the principal debtor by means of the monthly statement of account or the posting of a notice at the bank's headquarters?
- 6) Is Directive 87/102/EEC to be interpreted as meaning that the bank is required to inform in writing both the debtor and the co-debtor of the maximum credit limit, annual interest and costs applicable from the date on which the credit agreement is concluded, and of the circumstances under which those terms may be altered, the procedure for terminating the credit agreement, and any change made during the term of the credit agreement relating to annual interest or costs incurred after the credit agreement is signed, at the time those changes are made, by registered post with acknowledgment of receipt or by means of a statement of account provided free of charge?

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

⁽²⁾ Council Directive of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit (OJ 1987 L 42, p. 48).

⁽³⁾ Directive 98/7/EC of the European Parliament and of the Council of 16 February 1998 amending Directive 87/102/EEC (OJ 1998 L 101, p. 17).

**Request for a preliminary ruling from the Tribunalul Cluj (Romania) lodged on 22 July 2014 — SC
Capoda Import Export SRL v Registrul Auto Român, Bejan Benone Nicolae**

(Case C-354/14)

(2014/C 361/05)

Language of the case: Romanian

Referring court

Tribunalul Cluj

Parties to the main proceedings

Applicant for revision: SC Capoda Import Export SRL

Defendants: Registrul Auto Român, Bejan Benone Nicolae

Questions referred

1. Can EU law, specifically Article 34 TFEU, Article 31(1) of Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles (Framework Directive) ⁽¹⁾ and Article 1(1)(t) and (u) of Commission Regulation (EC) No 1400/2002 ⁽²⁾ be interpreted as precluding a rule of national law such as that referred to in Article 1(2), of OG (Ordonanța Guvernului; Government Decree) No 80/2000, in so far as it puts in place a measure having an effect equivalent to a quantitative restriction on imports, given that, in accordance with that rule, for the free movement (sale, distribution) of new products and consumable materials, included in the category of those relating to the safety of road traffic, the protection of the environment, energy efficiency and the protection against thefts of road vehicles, either an approval certificate or a certification for release for free circulation and/or marketing released by the manufacturer must be presented by the seller/distributor/dealer, or, where the seller/distributor/dealer had not obtained or was not in possession of such a certificate or certification, the certification procedure for products in question must be completed with the Registrul Auto Român (Romanian Automobile Register; 'RAR') and an approval certificate for release for free circulation and/or marketing released by the RAR must be obtained, and given that, even where the seller/distributor/dealer is in possession of a certificate of conformity for release for free circulation and/or marketing of parts made available by the distributor of a European Union Member State, which distributes freely such parts within the territory of that European Union Member State, such a certificate is not sufficient to allow for free movement/sale/distribution of the goods in question?