

**Request for a preliminary ruling from the Corte dei Conti — Sezione Giurisdizionale per la Regione Puglia (Italy) of 21 May 2014 — Vittoria De Bellis and Others v Istituto Nazionale di Previdenza dei Dipendenti dell'Amministrazione Pubblica (INPDAP)**

(Case C-246/14)

(2014/C 421/25)

*Language of the case: Italian*

**Referring court**

Corte dei Conti — Sezione Giurisdizionale Per la Regione Puglia

**Parties to the main proceedings**

*Applicants:* Vittoria De Bellis, Diana Perrone, Cesaria Antonia Villani

*Defendant:* Istituto Nazionale di Previdenza dei Dipendenti dell'Amministrazione Pubblica (INPDAP)

By order of 15 October 2014, the Court (Fifth Chamber) declared that it clearly has no jurisdiction to answer the questions referred.

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**Request for a preliminary ruling from the Amtsgericht Rüsselsheim (Germany) lodged on 8 August 2014 — Dorothea Eckert and Karl-Heinz Dallner v Condor Flugdienst GmbH**

(Case C-380/14)

(2014/C 421/26)

*Language of the case: German*

**Referring court**

Amtsgericht Rüsselsheim

**Parties to the main proceedings**

*Applicants:* Dorothea Eckert, Karl-Heinz Dallner

*Defendant:* Condor Flugdienst GmbH

By order of the Court of Justice of 9 September 2014, the present case was removed from the Court's Register.

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**Request for a preliminary ruling from the Tribunal du travail de Bruxelles (Belgium) lodged on 28 August 2014 — Aliny Wojciechowski v Office national des pensions (ONP)**

(Case C-408/14)

(2014/C 421/27)

*Language of the case: French*

**Referring court**

Tribunal du travail de Bruxelles

**Parties to the main proceedings**

*Applicant:* Aliny Wojciechowski

*Defendant:* Office national des pensions (ONP)

**Question referred**

On a proper construction of the principle of sincere cooperation and Article 4(3) TEU, on the one hand, and of Article 34 (1) of the Charter of Fundamental Rights, on the other, is a Member State precluded from reducing or refusing a retirement pension payable to an employed person by virtue of the service performed, in accordance with the legislation of that Member State, where the total number of years worked in that Member State and within the European institutions exceeds the 'occupational record unit' of 45 years referred to in Article 10(a) of Royal Decree No 50 of 24 October 1967 on the retirement and survival pension of employed persons?

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**Request for a preliminary ruling from the Juzgado de Primera Instancia No 2 de Santander (Spain)  
lodged on 10 September 2014 — Banco Primus, S.A. v Jesús Gutiérrez García**

(Case C-421/14)

(2014/C 421/28)

*Language of the case:* Spanish

**Referring court**

Juzgado de Primera Instancia No 2 de Santander

**Parties to the main proceedings**

*Applicant:* Banco Primus, S.A.

*Defendant:* Jesús Gutiérrez García

**Questions referred**First question:

1. Must the Fourth Transitional Provision of Law No 1/2013 be interpreted so as not to constitute an obstacle to the protection of the consumer?
2. Under Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts<sup>(1)</sup>, and in particular Articles 6(1) and 7(1) thereof, and in order to ensure the protection of consumers and users in accordance with the principles of equivalence and effectiveness, is a consumer permitted to raise a complaint regarding the presence of unfair terms outside the period specified under national legislation for raising such a complaint, and is the national court required to examine such terms?
3. Under Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, and in particular Articles 6 (1) and 7(1) thereof, and in order to ensure the protection of consumers and users in accordance with the principles of equivalence and effectiveness, is a national court required to assess, of its own motion, whether a term is unfair and to determine the appropriate consequences, even where an earlier decision of that court reached the opposite conclusion or declined to make such an assessment and that decision was final under national procedural law?

Second question:

4. In what way may the quality/price ratio affect the review of the unfairness of non-essential terms of a contract? When conducting an indirect review of such factors, is it relevant to have regard to the limits imposed on prices under national legislation? Is it possible that terms that are valid when viewed in abstract cease to be so where it is found that the price of the transaction is very high by comparison with the market standard?