

**Judgment of the Court (Eighth Chamber) of 12 October 2016 (request for a preliminary ruling from the Hof van beroep te Antwerpen — Belgium) — Sven Mathys v De Grave Antverpia NV**

(Case C-92/15) <sup>(1)</sup>

**(Reference for a preliminary ruling — Directive 96/75/EC — Systems of chartering and pricing in inland waterway transport — Scope — Article 1(b) — ‘Carrier’ — Article 2 — Freedom to conclude contracts and negotiate prices)**

(2016/C 462/03)

Language of the case: Dutch

**Referring court**

Hof van beroep te Antwerpen

**Parties to the main proceedings**

Appellant: Sven Mathys

Respondent: De Grave Antverpia NV

**Operative part of the judgment**

*In the context of inland waterway transport activities, Article 1(b) of Council Directive 96/75/EC of 19 November 1996 on the systems of chartering and pricing in national and international inland waterway transport in the Community, in so far as it defines a ‘carrier’ as an owner or an operator of one or more inland waterway vessels, and Article 2 of that directive, in so far as it states that, in that field, contracts are to be freely concluded between the parties concerned, must be interpreted as not precluding national legislation, such as that applicable to the dispute in the main proceedings, that would enable a person who does not correspond to that definition to conclude a contract of carriage as a carrier.*

<sup>(1)</sup> OJ C 155, 11.5.2015.

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**Judgment of the Court (Third Chamber) of 12 October 2016 (request for a preliminary ruling from the Rīgas apgabaltiesas Krimināllietu tiesu kolēģija — Latvia) — Criminal proceedings against Aleksandrs Ranks, Jurijs Vasiļevičs**

(Case C-166/15) <sup>(1)</sup>

**(Reference for a preliminary ruling — Intellectual property — Copyright and related rights — Directive 91/250/EEC — Article 4(a) and (c) — Article 5(1) and (2) — Directive 2009/24/EC — Article 4(1) and (2) — Article 5(1) and (2) — Legal protection of computer programs — Resale of ‘used’ licensed copies of computer programs on non-original material media — Exhaustion of the distribution right — Exclusive right of reproduction)**

(2016/C 462/04)

Language of the case: Latvian

**Referring court**

Rīgas apgabaltiesas Krimināllietu tiesu kolēģija

**Parties in the main proceedings**

Aleksandrs Ranks, Jurijs Vasiļevičs

*The other parties to the proceedings:* Finanšu un ekonomisko noziegumu izmeklēšanas prokuratūra, Microsoft Corp.

**Operative part of the judgment**

Article 4(a) and (c) and Article 5(1) and (2) of Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs must be interpreted as meaning that, although the initial acquirer of a copy of a computer program accompanied by an unlimited user licence is entitled to resell that copy and his licence to a new acquirer, he may not, however, in the case where the original material medium of the copy that was initially delivered to him has been damaged, destroyed or lost, provide his back-up copy of that program to that new acquirer without the authorisation of the rightholder.

<sup>(1)</sup> OJ C 205, 22.6.2015.

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**Judgment of the Court (Third Chamber) of 12 October 2016 (request for a preliminary ruling from the Vrhovno sodišče — Slovenia) — Marjan Kostanjevec v F&S Leasing GmbH**

(Case C-185/15) <sup>(1)</sup>

*(Reference for a preliminary ruling — Judicial cooperation in civil matters — Regulation (EC) No 44/2001 — Article 6(3) — Definition of ‘counterclaim’ — Claim based on unjust enrichment — Payment of a sum due under a decision that has been set aside — Temporal application)*

(2016/C 462/05)

Language of the case: Slovene

**Referring court**

Vrhovno sodišče

**Parties to the main proceedings**

Applicant: Marjan Kostanjevec

Defendant: F&S Leasing GmbH

**Operative part of the judgment**

Article 6(3) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning that the court designated by that provision as regards counterclaims has jurisdiction to hear a counterclaim seeking the reimbursement on the ground of unjust enrichment of a sum corresponding to the amount agreed in an extrajudicial settlement, where that claim is brought in fresh legal proceedings between the same parties, following the setting aside of the judgment delivered in the original proceedings between them, the enforcement of which gave rise to the extrajudicial settlement.

<sup>(1)</sup> OJ C 254, 3.8.2015.

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