

Judgment of the Court (First Chamber) of 13 July 2016 (request for a preliminary ruling from the Verwaltungsgericht Düsseldorf — Germany) — Joachim Pöpperl v Land Nordrhein-Westfalen

(Case C-187/15) ⁽¹⁾

(Reference for a preliminary ruling — Article 45 TFEU — Freedom of movement for workers — Civil servant of a Member State who has left the public service in order to be employed in another Member State — National legislation providing in that case for loss of the retirement pension rights acquired in the civil service and for retrospective insurance under the general old-age insurance scheme)

(2016/C 335/23)

Language of the case: German

Referring court

Verwaltungsgericht Düsseldorf

Parties to the main proceedings

Applicant: Joachim Pöpperl

Defendant: Land Nordrhein-Westfalen

Operative part of the judgment

1. Article 45 TFEU must be interpreted as precluding national legislation, such as that at issue in the main proceedings, under which a person having the status of civil servant in a Member State who leaves his post voluntarily in order to be employed in another Member State loses his retirement pension rights under the retirement pension scheme for civil servants and is insured retrospectively under the general old-age insurance scheme, conferring entitlement to a retirement pension lower than the retirement pension that would result from those rights.
2. Article 45 TFEU must be interpreted as meaning that is incumbent on the national court to give full effect to that article and to grant workers, in a situation such as that at issue in the main proceedings, retirement pension rights which are comparable to those of the civil servants who retain retirement pension rights corresponding, despite a change in public-sector employer, to the years of pensionable service that they have completed, by interpreting domestic law in conformity with that article or, if such an interpretation is not possible, by disapplying any contrary provision of domestic law in order to apply the same arrangements as those applicable to those civil servants.

⁽¹⁾ OJ C 245, 27.7.2015.

Judgment of the Court (Second Chamber) of 14 July 2016 (request for a preliminary ruling from the Cour d'appel de Paris — France) — Granarolo SpA v Ambrosi Emmi France SA

(Case C-196/15) ⁽¹⁾

(Reference for a preliminary ruling — Judicial cooperation in civil and commercial matters — Regulation (EC) No 44/2001 — Article 5(1) and (3) — Court having jurisdiction — Concepts of ‘matters relating to a contract’ and ‘matters relating to tort or delict’ — Abrupt termination of a long-standing business relationship — Action for damages — Concepts of ‘sale of goods’ and ‘provision of services’)

(2016/C 335/24)

Language of the case: French

Referring court

Cour d'appel de Paris

Parties to the main proceedings

Applicant: Granarolo SpA

Defendant: Ambrosi Emmi France SA

Operative part of the judgment

1. Article 5(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 an action for damages founded on an abrupt termination of a long-standing business relationship, such as the termination at issue in the main proceedings, is not a matter relating to tort, delict or quasi-delict within the meaning of that regulation if a tacit contractual relationship existed between the parties, a matter which is for the referring court to ascertain. Demonstration of the existence of a tacit contractual relationship of that kind must be based on a body of consistent evidence, which may include in particular the existence of a long-standing business relationship, the good faith between the parties, the regularity of the transactions and their development over time expressed in terms of quantity and value, any agreements as to prices charged and/or discounts granted, and the correspondence exchanged.
2. Article 5(1)(b) of Regulation No 44/2001 must be interpreted as meaning that a long-standing business relationship, such as that at issue in the main proceedings, is to be classified as a 'contract for the sale of goods' if the characteristic obligation of the contract at issue is the supply of goods or as a 'contract for the provision of services' if the characteristic obligation is a supply of services, a matter which is for the referring court to determine.

⁽¹⁾ OJ C 213, 29.6.2015.

Judgment of the Court (Second Chamber) of 30 June 2016 (request for a preliminary ruling from the Judecătoria Sibiu — Romania) — Direcția Generală Regională a Finanțelor Publice Brașov (DGRFP) v Vasile Toma, Biroul Executorului Judecătoresc Horațiu-Vasile Cruduleci

(Case C-205/15) ⁽¹⁾

(Reference for a preliminary ruling — Charter of Fundamental Rights of the European Union — Article 47 — Right of access to a court — Principle of equality of arms — Principles of equivalence and effectiveness — Proceedings for the enforcement of a judicial decision ordering the repayment of a tax levied in breach of EU law — Exemption of public authorities from certain legal costs — Jurisdiction of the Court)

(2016/C 335/25)

Language of the case: Romanian

Referring court

Judecătoria Sibiu

Parties to the main proceedings

Applicant: Direcția Generală Regională a Finanțelor Publice Brașov (DGRFP)

Defendants: Vasile Toma, Biroul Executorului Judecătoresc Horațiu-Vasile Cruduleci