

*Other party to the proceedings:* European Ombudsman (represented: initially by G. Grill, and subsequently by L. Papadias, acting as Agents)

### **Operative part of the judgment**

1. *The appeal is rejected.*
2. *Claire Staelen is ordered to pay the costs.*

<sup>(1)</sup> OJ C 294, 7.9.2015.

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### **Order of the Court (First Chamber) of 21 July 2016 — Louis Vuitton Malletier SA v European Union Intellectual Property Office, Nanu-Nana Handelsgesellschaft mbH für Geschenkartikel & Co. KG**

**(Joined Cases C-363/15 P and C-364/15 P) <sup>(1)</sup>**

**(Appeal — European Union trade mark — No need to adjudicate)**

(2016/C 454/20)

*Language of the case:* English

### **Parties**

*Appellant:* Louis Vuitton Malletier SA (represented by: P. Roncaglia, G. Lazzeretti, F. Rossi and N. Parrotta, avvocati)

*Other parties to the proceedings:* European Union Intellectual Property Office (represented by: P. Bullock and D. Hanf, acting as Agents), Nanu-Nana Handelsgesellschaft mbH für Geschenkartikel & Co. KG (represented by: T. Boddien and A. Nordemann, Rechtsanwälte)

### **Operative part of the order**

1. *There is no need to adjudicate on the appeals.*
2. *Nanu-Nana Handelsgesellschaft mbH für Geschenkartikel & Co. KG shall pay its own costs in Case C-363/15 P and Case C-364/15 P.*
3. *Louis Vuitton Malletier SA shall bear its own costs and pay the costs incurred by the European Union Intellectual Property Office (EUIPO) in Case C-363/15 P and Case C-364/15 P.*

<sup>(1)</sup> OJ C 414, 14.12.2015.

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### **Order of the Court (Seventh Chamber) of 28 September 2016 — (request for a preliminary ruling from the Tribunale di Taranto — Italy) — Criminal proceedings against Davide Durante**

**(Case C-438/15) <sup>(1)</sup>**

**(Reference for a preliminary ruling — Article 99 of the Rules of Procedure of the Court of Justice — Identical questions referred — Articles 49 and 56 TFEU — Freedom of establishment — Freedom to provide services — Gambling — Restrictions — Overriding reasons relating to the public interest — Proportionality — Conditions taking part in a tendering procedure and evaluation of economic and financial capacity — Tenderer excluded for failure to produce testimonials of his economic and financial capacity given by two separate banking institutions)**

(2016/C 454/21)

*Language of the case:* Italian

### **Referring court**

Tribunale di Taranto

**Criminal proceedings against**

Davide Durante

**Operative part of the order**

Articles 49 and 56 TFEU must be interpreted as not precluding national legislation, such as that at issue in the main proceedings, that requires operators desiring to respond to a call for tenders for the award of licences in the field of betting and gambling to produce evidence of their economic and financial capacity by means of declarations made by at least two banking establishments and does not allow that capacity to be demonstrated otherwise, provided that that provision is capable of satisfying the conditions of proportionality laid down by the Court's case-law, which it is for the court making the reference to ascertain.

<sup>(1)</sup> OJ C 381, 16.11.2015.

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**Order of the Court (Tenth Chamber) of 14 September 2016 (request for a preliminary ruling from the Judecătoria Satu Mare — Romania) — Pavel Dumitraş, Mioara Dumitraş v BRD Groupe Société Générale — Sucursala Judeţeană Satu Mare**

(Case C-534/15) <sup>(1)</sup>

*(Reference for a preliminary ruling — Consumer protection — Directive 93/13/EEC — Unfair terms — Article 1(1) — Article 2(b) — Status of consumer — Assignment of a debt by novation of loan agreements — Contracts providing immovable property as security entered into by individuals not having any professional relationship with the new debtor company)*

(2016/C 454/22)

Language of the case: Romanian

**Referring court**

Judecătoria Satu Mare

**Parties to the main proceedings**

Applicants: Pavel Dumitraş, Mioara Dumitraş

Defendant: BRD Groupe Société Générale — Sucursala Judeţeană Satu Mare

**Operative part of the order**

Articles 1(1) and 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that that directive applies to a contract providing immovable property as security concluded between natural persons and a credit institution in order to guarantee the obligations that a commercial company has undertaken with respect to that credit institution for a credit agreement, where those natural persons have acted for purposes which are outside their trade, business or profession and have no functional links with that company, which is for the referring court to determine.

<sup>(1)</sup> OJ C 16, 18.1.2016.