



Reports of Cases

OPINION OF ADVOCATE GENERAL
KOKOTT
delivered on 7 July 2016¹

Case C-417/15

Wolfgang Schmidt

v

Christiane Schmidt (Request for a preliminary ruling

from the Landesgericht für Zivilrechtssachen, Vienna, Austria)

(Area of freedom, security and justice — Jurisdiction in civil and commercial matters — Regulation (EU) No 1215/2012 — Scope — Article 1(2)(a) — Exclusive jurisdiction — Article 24(1) — Proceedings which have as their object rights *in rem* in immovable property — Gift of land — Avoidance of gift on the ground of donor's lack of capacity — Action to remove entry in public register — Jurisdiction in related actions — Article 8(4))

I – Introduction

1. The present case concerns the interpretation of Article 24(1) of the so-called Brussels Ia Regulation.²
2. This provision provides for exclusive jurisdiction for proceedings which have as their object rights *in rem* in immovable property. In that regard, jurisdiction is conferred on the courts of the Member State in which the immovable property is situated.
3. The national court seeks to ascertain whether this provision encompasses legal proceedings which concern, first, the invalidity of a gift on the ground that the donor lacked capacity to contract and, second, the consequential removal of the entry of the donee's right of ownership.

II – Legal framework

A – EU law

4. Recital 15 of the Brussels Ia Regulation states:

‘The rules of jurisdiction should be highly predictable and founded on the principle that jurisdiction is generally based on the defendant's domicile. Jurisdiction should always be available on this ground save in a few well-defined situations in which the subject matter of the dispute or the autonomy of the parties warrants a different connecting factor ...’

¹ — Original language: German.

² — Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (amended version) (OJ 2012 L 351, p. 1).

5. Article 1(1) and (2)(a) of the Brussels Ia Regulation sets out the scope of application of the regulation as follows:

‘1. This Regulation shall apply in civil and commercial matters whatever the nature of the court or tribunal. ...

2. This Regulation shall not apply to:

(a) the status and legal capacity of natural persons ...’

6. Article 7(1)(a) of the Brussels Ia Regulation provides that, ‘in matters relating to a contract’ special jurisdiction is conferred on the courts for the place of performance of the obligation in question.

7. Article 8(4) of the Brussels Ia Regulation provides for jurisdiction on the basis of a relationship between claims in the following case:

‘A person domiciled in a Member State may also be sued:

...4. in matters relating to a contract, if the action may be combined with an action against the same defendant in matters relating to rights *in rem* in immovable property, in the court of the Member State in which the property is situated.’

8. Article 24(1) of the Brussels Ia Regulation provides:

‘The following courts of a Member State shall have exclusive jurisdiction, regardless of the domicile of the parties:(1) in proceedings which have as their object rights *in rem* in immovable property or tenancies of immovable property, the courts of the Member State in which the property is situated.

...’

B – *Austrian law*

9. The provisions of Austrian law which apply in the main proceedings are to be found in the Allgemeines Bürgerliches Gesetzbuch (General Civil Code, ‘ABGB’) and in the Allgemeines Grundbuchsgesetz (General Law on the land register, ‘GBG’).

10. Paragraph 431 of the ABGB provides:

‘For the transfer of ownership in immovable property the act of acquisition must be entered in the corresponding public registers. This form of entry is known as “incorporation” (registration).’

11. As regards actions for removal and notices of legal action, Paragraph 61 of the GBG provides:

‘Any person whose private law rights appear to have been adversely affected by an entry in the land register, who brings an action on the ground of the invalidity of an entry in the land register and claims that the land register should be returned to its previous state, can request that an entry of notice of legal action be made in the land register either at the time that the action is brought or later. ... (2) A notice of legal action makes the judgment on the action also fully enforceable against persons who acquire private law rights after the time when the request for the entry of a notice of legal action in the land register was received by the Grundbuchgericht (Land register court).

III – Main proceedings and question referred

12. The applicant in the main proceedings was the owner of a plot of land in Vienna. By contract of gift of 14 November 2013, he gifted the land to his daughter, the defendant in the main proceedings. By virtue of the contract of gift she was entered in the land register as the landowner. At that time, the defendant in the main proceedings was living in the Federal Republic of Germany and continues to live there now.

13. In the main proceedings before the national court, the applicant claims that the contract of gift should be avoided on the ground of its invalidity and the entry evidencing the right of ownership in the name of the defendant be removed, because, at the time the gift was made, he lacked legal capacity.

14. The defendant in the main proceedings contends that the Austrian court before which the action was brought lacks jurisdiction. She submits that the applicant is not seeking to enforce a right *in rem* within the meaning of Article 24(1) of the Brussels Ia Regulation.

15. After the applicant in the main proceedings had a notice of legal action entered in the land register, the national court stayed the proceedings pending before it and referred the following question to the Court for preliminary ruling:

‘Does a proceeding concerning the avoidance of a contract of gift on the ground of the donor’s incapacity to contract and the registration of the removal of an entry evidencing the donee’s right of ownership fall within the scope of Article 24(1) of the Brussels Ia Regulation, which provides for exclusive jurisdiction over rights *in rem* in immovable property?’

IV – Legal analysis

16. By its question the national court asks in essence whether judicial proceedings concerning the validity of a gift of land and the removal of the donor’s right of ownership from the land register fall within Article 24(1) of the Brussels Ia Regulation, which provides that in proceedings which have as their object rights *in rem* in immovable property the courts of the Member State in which the property in question is situated shall have exclusive jurisdiction.

17. Before considering this provision in detail, it must first be considered whether the Brussels Ia Regulation can apply at all to the present case. If it does not, there would be no connection between the question referred and the dispute in the main proceedings, and the request for a preliminary ruling would be inadmissible.

A – *Applicability of the Brussels Ia Regulation*

18. The question by the national court certainly does not on its face indicate any doubt as to the applicability of the Brussels Ia Regulation. However, in the present case its applicability is not self-evident.

19. First, doubts arise as regards the temporal scope of application of the provision, because the date the document initiating the proceedings was lodged with the national court is not apparent from the request for a preliminary ruling. However, Article 66 of the Brussels Ia Regulation provides that it is applicable only to legal proceedings instituted on or after 10 January 2015.

20. However, this uncertainty ought not to preclude the Court from answering the question referred. First, the date the action was raised is apparent from the written submissions of the parties.³ If, however, one were to regard their contents as irrelevant because Article 94 of the Rules of Procedure of the Court provides that the request for a preliminary ruling made by the national court is to contain the relevant details as regards the facts and the national law, it is, second, to be observed that the predecessor provision, namely Article 22(1) of the Brussels I Regulation,⁴ contained a provision having essentially the same content as that of the provision in question, namely Article 24(1) of the Brussels Ia Regulation. Thus, if the present proceedings had indeed been initiated prior to 10 January 2015, the Court would nonetheless have had to consider the problem laid before it by the national court to the same extent, and on the basis of the same considerations, under the Brussels I Regulation.

21. In the light of this it would appear to be excessively formalistic in the present circumstances to consider the request for a preliminary ruling to be inadmissible solely because the precise date on which the proceedings were initiated is not actually in the request for a preliminary ruling.

22. However, there are also doubts as regards the substantive scope of application of the Brussels Ia Regulation.

23. Specifically, Article 1(2)(a) of the regulation in dispute makes it clear that it does not apply to ‘the status or legal capacity of natural persons’. To that extent the relevance of the regulation to the present case, which concerns invalidity of a gift because of ‘Geschäftsunfähigkeit’ [lack of capacity to contract], appears to be *prima facie* doubtful.

24. This is because the German-language version of Article 1(2)(a) does not mention the concept of ‘Geschäftsunfähigkeit’, which is different for example from the corresponding provision in the Succession Regulation.⁵

25. However, it cannot be inferred from this, *a contrario*, that all questions of ‘Geschäftsfähigkeit’ are within the scope of application of the Brussels Ia Regulation. First, the case-law as regards the predecessor provisions⁶ in the Brussels I Regulation and the Convention on Jurisdiction and Enforcement of Judgments⁷ contradict this. Second, it is to be observed that the concepts of ‘Rechts- und Handlungsfähigkeit’ and the issue they are aimed at are to be interpreted so as to have an autonomous Union law meaning, and that some other language versions of the regulation use very brief terms such as ‘capacité’ or ‘legal capacity’. By contrast with the German language version, these concepts do not give any indication that the exclusion in Article 1(2)(a) of the Brussels Ia Regulation is not intended to cover questions of ‘Geschäftsfähigkeit’. On the contrary: distinctions such as those drawn by German legal theory within the conceptual triplet of the ‘Rechts-, Geschäfts- und Handlungsfähigkeit’ of natural persons cannot even be recognised where one starts with a monistic concept such as ‘capacité’.

3 — According to the written submissions of the applicant and the defendant in the main proceedings, which are consistent with one another in this respect (see p. 2 in each case), the action was lodged on 24 March 2015.

4 — Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters (OJ 2001 L 12, p. 1).

5 — Regulation (EU) No 650/2012 of the European Parliament and of the Council of 4 July 2012 on jurisdiction, applicable law, recognition and enforcement of decisions and acceptance and enforcement of authentic instruments in matters of succession and on the creation of a European Certificate of Succession (OJ 2012 L 201, p. 107; Article 1(2)(b) of this regulation excludes from the scope of its application ‘the legal capacity of natural persons’.

6 — See the judgment of 3 October 2013, *Schneider* (C-386/12, EU:C:2013:633, paragraph 31).

7 — Convention of 27 September 1968 on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters (OJ 1978 L 304, p. 36).

26. Therefore, the fact that in the German-language version of the provision ‘Geschäftsfähigkeit’ is not mentioned is not to be accorded any material significance. Instead, it is to be assumed that questions of capacity to contract may also fall within the exclusion in Article 1(2).

27. What does determine whether legal proceedings fall within the scope of the Brussels Ia Regulation, however, is the nature of the legal relationship between the parties to the dispute and the subject matter of the dispute.⁸ On that basis, as the Schlosser Report already emphasised in relation to the Brussels Convention,⁹ the Brussels Ia Regulation can be found to be inapplicable only ‘when the proceedings are concerned directly with’ one of the areas excluded from its scope of application. By contrast, the application of the regulation is not precluded if areas of law excluded from its scope are ‘merely of a preliminary nature’, or indeed even if ‘the issues raised ... [are] ... of some importance in the main proceedings’.¹⁰

28. Thus, even if the questions of law raised in proceedings, considered in isolation, are by their nature outside the regulation’s scope of application, the regulation is nonetheless applicable if the main subject of the legal dispute falls within the regulation’s scope of application.

29. Therefore, in the present case it depends on what forms the actual subject of the legal dispute. This question is not necessarily the same as that as to which individual arguments are addressed.

30. This is because even if the question as to the applicant’s capacity to contract is, on the face of it, the core issue in the main proceedings, and the applicant’s claims stand or fall as it is answered, it is nonetheless not the real subject of the action.¹¹ Specifically, the action does *not* seek, for example, a constitutive decision, binding as regards the entirety of the applicant’s legal affairs, on the question as to whether the applicant in the main proceedings lacks capacity to contract and is therefore to be put into the hands of a manager. Instead, it concerns the legal validity of a gift and the property law consequences arising from it. In relation to the assessment of the applicant’s claims in this regard, the question as to the applicant’s capacity to contract is merely a preliminary question which does not affect the nature and the true subject of the proceedings in question.

31. Given that questions of capacity to contract do not form the principal subject matter of the main proceedings, it follows that the Court may proceed on the basis that Article 1(2)(a) of the Brussels Ia Regulation does not preclude its application in the present case.

32. Accordingly, the request for a preliminary ruling which raises a question as to Article 24 of the Brussels Ia Regulation is to be answered. Therefore, in what follows I must analyse whether the applicant’s claim falls within Article 24(1) of the Brussels Ia Regulation and, consequently, Austria has exclusive jurisdiction in relation to the action.

B – *Applicability of Article 24(1) of the Brussels Ia Regulation*

33. It is first to be observed that the dispute in the main proceedings has two distinct aspects: on the one hand there is a claim for the gift to be avoided on the basis that it is invalid, and on the other hand there is a claim for the entry of ownership of the subject of the gift to be removed from the land register.

8 — See, inter alia, judgments of 22 October 2015, *Aannemingsbedrijf Aertssen and Aertssen Terrasements* (C-523/14, EU:C:2015:722, paragraph 30); of 23 October 2014, *flyLAL-Lithuanian Airlines* (C-302/13, EU:C:2014:2319, paragraph 26); of 11 April 2013, *Sapir and Others* (C-645/11, EU:C:2013:228, paragraph 32); and of 12 September 2013, *Sunico and Others* (C-49/12, EU:C:2013:545, paragraph 33).

9 — OJ 1979 C 59, p. 71.

10 — See point 51 of the Schlosser Report.

11 — The situation was otherwise in the main proceedings in judgment of 3 October 2013, *Schneider* (C-386/12, EU:C:2013:633), which were non-contentious proceedings seeking ratification of a land transaction, which were to be distinguished from the actual transaction.

34. In what follows there must be considered, in relation to each of these issues, whether its object is a ‘right *in rem*’ in immovable property within the meaning of Article 24 of the Brussels Ia Regulation.

35. This concept is an autonomous concept of Union law and, because Article 24 of the Brussels Ia Regulation is an exception from the rule that jurisdiction resides in the courts of the defendant’s domicile, is to be interpreted narrowly.¹² Thus, whether the object of proceedings is classified as a ‘right *in rem*’ within the meaning of the Brussels Ia Regulation does not depend on whether a national legal system classifies it as a right *in rem*.

36. Instead, according to the case-law of the Court¹³ there is a ‘right *in rem*’ in immovable property within the meaning of the Brussels Ia Regulation only if the right in question has effect against everyone (*erga omnes*). Given that this right *in rem* must also be the ‘object’ of the proceedings, the fact that a claim simply has a link with immovable property or a right to it is moreover insufficient. Instead, the action in question must be based specifically on a right *in rem*¹⁴ and its existence or scope must be the subject of the proceedings.¹⁵

37. *In that regard, it is necessary to take into consideration the fact that the essential reason for the exclusive jurisdiction conferred by Article 24(1) of the Brussels Ia Regulation is that the court of the locus rei sitae is the best placed, for reasons of proximity to the subject in question, to ascertain the facts and the relevant law satisfactorily.*¹⁶ If, on the other hand, this proximity to immovable property does not play any role in determining the dispute, this argues against exclusive jurisdiction.

38. Against this background, there must be assessed whether the subject matter of the claim for the gift to be avoided (see below, section 1) or the claim for removal of the entry showing the defendant to be owner (see below, section 2) is a ‘right *in rem*’ within the meaning of Article 24 of the Brussels Ia Regulation.

1. Application for the gift to be avoided

39. As the Austrian Government and the Commission correctly emphasise, the application for the gift to be avoided does not have as its object a right *in rem* in immovable property within the meaning of the Brussels Ia Regulation. Instead, it concerns the validity of a contract concluded between the parties, the assessment of which does not depend on considerations of property law.

40. Admittedly, under Austrian law if the gift of land is void this affects the validity of the conveyance too. However, the *direct* object of the applicant’s claim is the avoidance of the gift, not a right *in rem* which has effect *erga omnes* and whose scope or existence requires judicial determination.¹⁷ Even if there is a connection in the present case to immovable property, this is not central to the question of the validity of the gift and to that extent is not to be regarded as the ‘object’ of the dispute within the meaning of the Brussels Ia Regulation. Whether the contract which it is claimed is invalid on the ground of lack of capacity to contract concerns movable or immovable property is irrelevant to the issues to be considered in relation to its validity. For that reason, the decision in the present action also does not concern questions which relate specifically to immovable property and which are the only ones that could justify application of exclusive jurisdiction.

12 — On this point, see judgment of 10 January 1990, *Reichert and Kockler* (C-115/88, EU:C:1990:3, paragraphs 8 and 9).

13 — See the order of 5 April 2001, *Gaillard* (C-518/99, EU:C:2001:209, paragraph 17).

14 — Order of 5 April 2001, *Gaillard* (C-518/99, EU:C:2001:209, paragraph 16).

15 — On this point see for example judgments of 10 January 1990, *Reichert and Kockler* (C-115/88, EU:C:1990:3, paragraph 11), and of 3 April 2014, *Weber* (C-438/12, EU:C:2014:212, paragraph 12).

16 — See (in relation to the Brussels Convention) judgments of 15 January 1985, *Rösler* (241/83, EU:C:1985:6, paragraph 20), and of 10 January 1990, *Reichert and Kockler* (C-115/88, EU:C:1990:3, paragraph 10).

17 — On this point see judgment of 10 January 1990, *Reichert and Kockler* (C-115/88, EU:C:1990:3, paragraph 12).

41. This assessment is not affected by the fact that because of the so-called notice of legal action in the land register the applicant in the main proceedings is protected, should he succeed, against any interim disposals. This is because this is merely interim protection for his claim, and does not change its nature.

42. Therefore, the claim to ‘avoid the gift on the ground of its invalidity’¹⁸ does not establish exclusive jurisdiction under Article 24 of the Brussels Ia Regulation.

2. Claim for removal

43. However, it is otherwise in relation to the claim for removal.

44. With this claim the applicant in the main proceedings pursues a claim whose object is the removal of an entry of ownership of the land conveyed by the invalid gift in the land register. This concerns the enforcement of the applicant’s powers arising from a right *in rem*, specifically ownership of the immovable property in question, which the land register records as being vested in the defendant.

45. If, as a matter of Austrian law, there was indeed no effective conveyance of ownership to the defendant, it is nonetheless necessary to remove the entry from the land register in order that the applicant is fully able to exercise his property rights in the land. Specifically, so far as other third parties are concerned, in principle the person registered in the land register continues to be the owner. Thus, by the claim for removal the applicant in the main proceedings asserts the invalidity of the conveyance to the defendant and with it — by his position as owner — a right *in rem* in the land in question. So far as the applicant’s claim for removal is concerned, this right is the object of the action within the meaning of Article 24(1) of the Brussels Ia Regulation.

46. On that basis one must proceed on the footing that the claim for removal of the defendant’s right of ownership from the land register — by contrast with the claim for the gift to be avoided — falls within Article 24(1) of the Brussels Ia Regulation.

3. Applicability of Article 24(1) of the Brussels Ia Regulation to the entire ‘proceedings’?

47. However, there also arises the question as to whether the fact that the claim for removal in any event falls within Article 24(1) of the Brussels Ia Regulation is not sufficient to establish exclusive jurisdiction of the Austrian courts for the remainder of the action. This idea arises more clearly as the German-language version of Article 24(1) now¹⁹ refers generally to ‘proceedings’ which have as their object a right *in rem* in immovable property, which indeed is the case as regards the claim for removal.

48. On a systematic and teleological approach, however, such a broad interpretation of Article 24(1) is not required. Instead, as it is an exception the provision is to be interpreted narrowly, and the concept of ‘proceedings’ restricted to the claim that specifically has as its object a right *in rem*. Otherwise, for example, a claimant could create an excessive exclusive jurisdiction, specifically that of the location of immovable property, against a defendant by merely making a claim to a right *in rem* in immovable property as an ancillary to other claims, even if his other claims, not based on property law, had no connection whatsoever to that jurisdiction. This type of ‘forum shopping’ runs contrary to both the

18 — This is how it is formulated on page 2 of the request for a preliminary ruling.

19 — The German-language version of the predecessor provision in the Brussels I Regulation still referred to ‘Klagen’. However, on this point the various language versions show (and showed) no consistency, with the result that the issue cannot depend on an argument based on the wording. On a similar problem see my Opinion in *Kostanjevec* (C-185/15, EU:C:2016:397, point 33).

scheme of jurisdiction laid down by the Brussels Ia Regulation and the principle that the exclusive jurisdiction conferred on the place where immovable property is situated is to be interpreted narrowly and is justified by the proximity of the relevant court to the property — an argument which does not apply to claims made other than on the basis of the law of immovable property.

49. Accordingly, jurisdiction under Article 24(1) of the Brussels Ia Regulation is available only in relation to the claim for removal.

50. However, in this context I observe for the sake of completeness that, for the applicant's claim in relation to the gift, a so-called 'special jurisdiction' in the Republic of Austria is available in any event on the basis of Article 7(1)(a) of the Brussels Ia Regulation, because, as regards the claim for avoidance, a 'contract' is the subject matter of the proceedings and, if valid, it would fall to be performed in Austria.²⁰ On that basis the court for the place of performance of the gift has jurisdiction.

4. Applicability of Article 8(4) of the Brussels Ia Regulation?

51. In what follows, it is necessary to analyse whether, in addition, the claim for avoidance may be combined with the claim for removal pursuant to Article 8(4) of the Brussels Ia Regulation and may be heard by the court having jurisdiction under Article 24(1) in relation to the removal.

52. Article 8(4) of that regulation provides that jurisdiction is available in the Member State in which the property is situated, 'in matters relating to a contract, if the action may be combined with an action against the same defendant in matters relating to rights *in rem* in immovable property'.

53. The requirements of this provision are fulfilled to the extent that the subject matter of the proceedings is first — by virtue of the claim to avoid the gift — a 'contract' and second — by virtue of the claim for removal — an 'action ... in matters relating to rights *in rem* in immovable property' against the same defendant.

54. Whether there must, in addition, be a substantive connection between the contractual and the property-based claims is not directly apparent from the wording of the provision, but it is implied by its schematic positioning in Article 8 of the Brussels Ia Regulation, because, without exception, Article 8 otherwise confers jurisdiction based on a substantive connection.²¹ In the present case, there is indeed such a connection, because the removal of the defendant from the land register²² is sought precisely on the basis of the invalidity of the contract.

55. In addition, Article 8(4) of the Brussels Ia Regulation provides that it is necessary that the claims in dispute in the particular case 'may be combined' with one another. To date the Court has not explained what this is intended to mean. In the literature the view is put forward that this could be a reference to the national procedural law applicable in the case: it is only if the requirements of *both* Article 8(4) of the Brussels Ia Regulation *and* national procedural law as regards combining the actions are fulfilled that the claims in question are subject to consolidated jurisdiction of the courts for the place the immovable property is situated.²³ On that basis, it would be for the national court itself to determine whether Article 8(4) of the Brussels Ia Regulation and its national procedural law permit the proceedings in the present case to be combined.

20 — On this point, see already judgment of 4 March 1982, *Effer* (38/81, EU:C:1982:79, paragraphs 4 to 8).

21 — For connected claims where there is otherwise a risk of irreconcilable judgments (paragraph (1)), third party claims (paragraph (2)) and counter-claims (paragraph (3)).

22 — As regards correction of the land register and substantive connection, see Winter, W., *Ineinandergreifen der EuGVVO und nationalem Zivilverfahrensrecht am Beispiel des Gerichtsstands des Sachzusammenhangs*, Art. 6 EuGVVO, Berlin 2007, p. 139 and p. 144 et seq.

23 — See, inter alia, Dörner, in Saenger, *Zivilprozessordnung*, 6th edition, 2015, Art. 8, paragraph 15; on the Brussels I Regulation see Winter (cited above, footnote 23), p. 149, Muir Watt, in Magnus and Mankowski, *Brussels I Regulation*, 2nd edition, 2012, Art. 6, paragraph 52, and Nagel and Gottwald, *Internationales Zivilprozessrecht*, 7th edition, 2013, § 3, paragraph 128.

56. However, this interpretation put forward in the literature over-stretches the wording of the provision, because the term ‘may be combined’ could also be a simple reference to the fact that two proceedings are pending before the same court at the same time, and that this is the reason the question of their being combined arises.

57. If, as is suggested in the literature, one saw in this phrase a reference to additional procedural requirements of national law, this would lead also to Article 8(4) of the Brussels Ia Regulation having to be applied not in a uniform way throughout the Union but, in principle, differently in each Member State, namely in the light of the national procedural law which applied in the individual case. There would be a tension between such incoherence and the intention that the applicability of the regulation’s provisions should be as uniform and, for those subject to them, as predictable as possible. In addition, because a reference to national law does not emerge clearly from the wording of the provision, there would be an inconsistency with the principle in terms of which the norm is autonomous, uniform interpretation of Union law, with any reference to national law having to appear clearly from the particular legal provision.²⁴

58. Therefore, there are good reasons for not finding a reference to national procedural law in the expression ‘may be combined with’ in Article 8(4) of the Brussels Ia Regulation, and thus in affirming consolidated jurisdiction with the place the property is situated simply where, as in the present case, there are at the same time two actions pending there which fulfil the requirements of Article 8(4).

V – Conclusion

59. In the light of the foregoing, I propose that the Court should answer the question referred as follows:

An action for the avoidance of a gift of immovable property, such as that in the main proceedings, does come not within the scope of Article 24(1) of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. By contrast, an action for removal of the right of ownership in the gifted property in the land register does come within the scope of that provision.

In a case such as that in the main proceedings, both applications may be combined with one another under Article 8(4) of the Regulation No 1215/2012 before the court having jurisdiction under Article 24(1).

24 — See, for example, judgments of 2 April 1998, *EMU Tabac and Others* (C-296/95, EU:C:1998:152, paragraph 30); of 14 December 2006, *Nokia* (C-316/05, EU:C:2006:789, paragraph 21); and of 27 May 2014, *Spasic* (C-129/14 PPU, EU:C:2014:586, paragraph 79).