

2. If the ECJ accepts that the defendants were in law capable of acting as institutions of the EU it follows that the General Court's decision in respect of the second head of claim [for annulment] referred to at paragraphs 55 to 60 of the judgment would fall away *a fortiori*.

⁽¹⁾ At paragraph 45 of its judgment.

⁽²⁾ Case C-370/12 [2012].

⁽³⁾ Paragraph 45 of judgment.

⁽⁴⁾ Paragraph 45 of judgment dated 10 November 2014.

⁽⁵⁾ See also 112 and 163.

⁽⁶⁾ Paragraph 43 of the judgment and case C-520/12 P.

⁽⁷⁾ Paragraph 54 of judgment.

⁽⁸⁾ Case T-137/07 at paragraph 80.

⁽⁹⁾ Case T-7/96 Perillo v Commission.

⁽¹⁰⁾ Paragraph 54 of judgment.

Request for a preliminary ruling from the Bayerischer Verwaltungsgerichtshof (Germany) lodged on 10 February 2015 — Firma Theodor Pfister v Landkreis Main-Spessart

(Case C-58/15)

(2015/C 171/14)

Language of the case: German

Referring court

Bayerischer Verwaltungsgerichtshof

Parties to the main proceedings

Applicant: Firma Theodor Pfister

Defendant: Landkreis Main-Spessart

Question referred

- Does the second sentence of Article 27(3) of Regulation (EC) No 882/2004 ⁽¹⁾ of the European Parliament and of the Council of 29 April 2004 permit, for the transitional period of 2007, the imposition of meat inspection fees to cover costs under the previous legal provisions (Directive 85/73/EEC in the version of Directive 96/43/EC)?

⁽¹⁾ Regulation (EC) No 882/2004 of the European Parliament and of the Council of 29 April 2004 on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules (OJ 2004 L 165, p. 1).

Request for a preliminary ruling from the Sąd Najwyższy (Poland) lodged on 17 February 2015 — Emmanuel Lebek v Janusz Domino

(Case C-70/15)

(2015/C 171/15)

Language of the case: Polish

Referring court

Sąd Najwyższy

Parties to the main proceedings

Appellant: Emmanuel Lebek

Respondent: Janusz Domino

Questions referred

1. Must Article 34(2) 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 ⁽¹⁾ be interpreted as meaning that the possibility of commencing proceedings to challenge a judgment laid down therein covers both the situation in which such a challenge can be brought within the time-limit laid down in national law and the situation in which that time-limit has already passed but it is possible to submit an application for relief from the effects of its passing and then — following the grant of such relief — actually to commence such proceedings?
2. Must Article 19(4) of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000 ⁽²⁾ be interpreted as excluding the application of provisions of national law concerning the possibility of relief from the effects of the expiry of the time for appeal or as meaning that the defendant has the choice of availing himself of either the application for relief provided for in that provision or the relevant set of provisions under national law?

⁽¹⁾ OJ 2001 L 12, p. 1.

⁽²⁾ OJ 2007 L 324, p. 79.

Request for a preliminary ruling from the Curtea de Apel Oradea (Romania) lodged on 18 February 2015 — Dumitru Tarcău, Ileana Tarcău v Banca Comercială Intesa Sanpaolo România SA — Sucursala Baia Mare and Others

(Case C-74/15)

(2015/C 171/16)

Language of the case: Romanian

Referring court

Curtea de Apel Oradea

Parties to the main proceedings

Appellants: Dumitru Tarcău, Ileana Tarcău

Respondents: Banca Comercială Intesa Sanpaolo România SA — Sucursala Baia Mare, Banca Comercială Intesa Sanpaolo România SA Arad, Cristian Nicolae Tarcău, Corina Tarcău, SC Magenta, in the person of the liquidator, Pareto Grup IPURL, SC Crisco SRL, in the person of the special administrator, CII Renata Moldovan, SC Crisco SRL, in the person of the special administrator, Cristian Tarcău

Questions referred

1. Must Article 2(b) of Directive 93/13/EEC ⁽¹⁾, as regards the definition of ‘consumer’, be interpreted as including in or, conversely, as excluding from, that definition natural persons who have, as guarantors/sureties, concluded additional acts and contracts (guarantee contracts, contracts providing immovable property as security) ancillary to the credit agreement entered into by a commercial company in order to carry on its activity, in circumstances in which those natural persons have no connection with the activities of the commercial company and have acted for purposes outside their trade, business or profession.