Request for a preliminary ruling from the Audiencia Provincial de Zamora (Spain) lodged on 17 July 2015 — Javier Ángel Rodríguez Sánchez v Caja España de Inversiones, Salamanca y Soria, S.A. U. (Banco CEISS)

(Case C-381/15)

(2015/C 302/33)

Language of the case: Spanish

Referring court

Audiencia Provincial de Zamora

Parties to the main proceedings

Applicant: Javier Ángel Rodríguez Sánchez

Defendant: Caja España de Inversiones, Salamanca y Soria, S.A.U. (Banco CEISS)

Questions referred

1) Is a situation where a declaration that a floor clause in a mortgage loan contract is unfair and therefore void takes effect, not from the date of the conclusion of the contract, but from a later date contrary to Article 6(1) of Council Directive 93/13/EEC ([1]) of 5 April 1993 on unfair terms in consumer contracts?

2) Does the application of the unfair term for the period of time laid down by the Spanish Tribunal Supremo give rise to unjust enrichment for the professional contractor, not allowed by the Community legislation in so far as it does not restore a balance between the parties and benefits the party to the contract who imposed the financial term held to be unfair?

3) Is the criterion of the risk of severe disruptions to the national economy, to be met for limiting the application and effects of an unfair term, applicable to an individual action brought by a consumer or, on the contrary, in that individual action, does the criterion of risk of serious disruption refer to that caused to the financial position of the consumer as a result of the limitation of the effects of the term declared void to the period specified?

([1]) OJ 1993 L 95, p. 29.

Action brought on 20 July 2015 — European Commission v Hungary

(Case C-392/15)

(2015/C 302/34)

Language of the case: Hungarian

Parties

Applicant: European Commission (represented by: H. Støvlbæk and Talabér-Ritz K., acting as Agents)

Defendant: Hungary

Form of order sought

— Declare that Hungary has failed to fulfil its obligations under Article 49 of the Treaty on the Functioning of the European Union by making the exercise of the profession of notary public subject to a nationality requirement.

— Order Hungary to pay the costs.

Pleas in law and main arguments

The Commission considers that a nationality requirement for the exercise of the profession of notary public is discriminatory and constitutes a disproportionate restriction on the freedom of establishment. Hungary has failed thereby to fulfil its obligations under Article 49 of the Treaty on the Functioning of the European Union.

The Commission considers that the tasks conferred by Hungarian legislation on notaries public, by their nature, are not related to the exercise of the powers of a public authority, so that the derogation provided for in Article 51 of the Treaty on the Functioning of the European Union cannot justify nationality as a requirement for access to the profession of notary public.

Request for a preliminary ruling from the Cour administrative (Luxembourg) lodged on 24 July 2015 — Noémie Depesme, Saïd Kerrou v Ministre de l'Enseignement supérieur et de la recherche

(Case C-401/15)

(2015/C 302/35)

Language of the case: French

Referring court

Cour administrative

Parties to the main proceedings

Appellants: Noémie Depesme, Saïd Kerrou

Respondent: Ministre de l'Enseignement supérieur et de la recherche

Questions referred

In order properly to meet the requirements of non-discrimination under Article 7(2) of Regulation (EU) No 492/2011 of the European Parliament and of the Council of 5 April 2011 ([1]) on freedom of movement for workers within the Union, together with Article 45(2) TFEU, when taking into account the actual degree of attachment of a non-resident student, who has applied for financial aid for higher-education studies, with the society and with the labour market of Luxembourg, the Member State in which a frontier worker has been employed or has carried out his activity in the conditions referred to in Article 2 *bis* of the Law of 22 June 2000 on State financial aid for higher-education studies, as added by the Law of 19 July 2013 in direct consequence of the judgment of the Court of Justice of the European Union of 20 June 2013 (Case C-20/12) ([2]),

— should the requirement that the student be the 'child' of that frontier worker be taken to mean that the student must be the frontier worker's 'direct descendant in the first degree whose relationship with his parent is legally established', with the emphasis being placed on the child-parent relationship established between the student and the frontier worker, which is supposed to underlie the abovementioned attachment, or

— should the emphasis be placed on the fact that the frontier worker 'continues to provide for the student's maintenance' without necessarily being connected to the student through a legal child-parent relationship, in particular where a sufficient link of communal life can be identified, of such a kind as to establish a connection between the frontier worker and one of the parents of the student with whom the child-parent relationship is legally established?

— From the latter perspective, where the contribution — presumably, non-compulsory — of the frontier worker is not exclusive but made in parallel with that of the parent or parents connected with the student through a legal child-parent relationship, and therefore in principle under a legal duty to maintain the student, must that contribution satisfy certain criteria as regards its substance?

([1]) OJ 2011 L 141, p. 1.
([2]) EU:C:2013:411.