

**Questions referred**

- (1) Must the general prohibition of discrimination affirmed in Article 21.1 of the Charter of Fundamental Rights of the European Union <sup>(1)</sup> be interpreted as including, within the ambit of its prohibition and protection, the decision of an employer to dismiss a worker, previously well regarded professionally, merely because of his finding himself in a situation of temporary incapacity for work — of uncertain duration — as a result of an accident at work, when he was receiving health assistance and financial benefits from Social Security?
- (2) Must Article 30 of the Charter of Fundamental Rights of the European Union be interpreted as meaning that the protection that must be afforded a worker who has been the subject of a manifestly arbitrary and groundless dismissal must be the protection provided for in national legislation for every dismissal which infringes a fundamental right?
- (3) Would a decision of an employer to dismiss a worker previously well regarded professionally merely because he was subject to temporary incapacity — of uncertain duration — as a result of an accident at work, when he is receiving health assistance and financial benefits from Social Security, fall within the ambit and/or protection of Articles 3, 15, 31, 34(1) and 35(1) of the Charter of Fundamental Rights of the European Union (or any one or more of them)?
- (4) If the three foregoing questions (or any of them) are answered in the affirmative and the decision to dismiss the worker, previously professionally well regarded, merely because he was subject to temporary incapacity — of uncertain duration — as a result of an accident at work, when he is receiving health assistance and financial benefits from Social Security, is to be interpreted as falling within the ambit and/or protection of one or more articles of the Charter of Fundamental Rights of the European Union, may those articles be applied by the national court in order to settle a dispute between private individuals, either on the view that — depending on whether a 'right' or 'principle' is at issue — that they enjoy horizontal effect or by virtue of application of the 'principle that national law is to be interpreted in conformity with an EU directive'?

If the four foregoing questions should be answered in the negative, a fourth question is referred:

- (5) Would the decision of an employer to dismiss a worker, previously well regarded professionally, merely because he was subject to temporary incapacity — of uncertain duration — by reason of an accident at work, be caught by the term 'direct discrimination ... on grounds of disability' as one of the grounds of discrimination envisaged in Articles 1, 2 and 3 of Directive 2000/78 <sup>(2)</sup>?

<sup>(1)</sup> OJ 2000 C 364, p. 1.

<sup>(2)</sup> Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ 2000 L 303, p. 16).

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**Request for a preliminary ruling from the Corte suprema di cassazione (Italy) lodged on 23 July 2015 — Camera di Commercio, Industria, Artigianato e Agricoltura di Lecce v Salvatore Manni**

**(Case C-398/15)**

(2015/C 354/23)

*Language of the case: Italian*

**Referring court**

Corte suprema di cassazione

**Parties to the main proceedings**

*Applicants:* Camera di Commercio, Industria, Artigianato e Agricoltura di Lecce

*Defendant:* Salvatore Manni

### Questions referred

- 1) Must the principle of keeping personal data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data were collected or for which they are further processed, laid down in Article 6(e) of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995, <sup>(1)</sup> implemented by Legislative Decree No 196 of 30 June 2003, take precedence over and, therefore, preclude the system of disclosure through the commercial registers provided for by the First Council Directive 68/151/EC of 9 March 1968, <sup>(2)</sup> and by national law in Article 2188 of the Civil Code and Article 8 of Law No 580 of 29 December 1993, in so far as it is a requirement of that system that anyone may, at any time, obtain the data relating to individuals in those registers?
- 2) Consequently, is it permissible under Article 3 of the First Council Directive 68/151/EC of 9 March 1968 [on coordination of safeguards which, for the protection of the interests of members and others, are required by Member States of companies, within the meaning of the second paragraph of Article 58 of the Treaty, with a view to making such safeguards equivalent throughout the Community], by way of derogation from [the principles] that there should be no time limit and that anyone may consult the data published in the companies register, for the data no longer to be subject to 'disclosure', in both those regards, but to be available for only a limited period and only to certain recipients, on the basis of an assessment case by case by the data manager?

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<sup>(1)</sup> Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (OJ 1995 L 281, p. 31).

<sup>(2)</sup> First Council Directive 68/151/EEC of 9 March 1968 on coordination of safeguards which, for the protection of the interests of members and others, are required by Member States of companies within the meaning of the second paragraph of Article 58 of the Treaty, with a view to making such safeguards equivalent throughout the Community (OJ 1968 L 65, p. 8).

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### Request for a preliminary ruling from the Audiencia Provincial de Cantabria (Spain) lodged on 7 August 2015 — Liberbank S.A. v Rafael Piris del Campo

(Case C-431/15)

(2015/C 354/24)

*Language of the case: Spanish*

### Referring court

Audiencia Provincial de Cantabria — Section 4

### Parties to the main proceedings

*Appellant:* Liberbank S.A.

*Other party to proceedings:* Rafael Piris del Campo

### Questions referred

1. Is the limitation on the retroactive effects of a ruling that a 'floor clause' inserted in a consumer contract is unfair and therefore null and void compatible with the principle that unfair terms are not to be binding on the consumer and with Articles 6 and 7 of Council Directive 93/13/EEC <sup>(1)</sup> of 5 April 1993 on unfair terms in consumer contracts?
2. Is the maintenance of the effects of a floor clause, inserted in a consumer contract, which is declared unfair and therefore null and void, compatible with Articles 6 and 7 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts?