Parties to the main proceedings

Applicants: flightright GmbH (C-274/16), Roland Becker (C-447/16), Mohamed Barkan, Souad Asbai, Assia Barkan, Zakaria Barkan, Nousaiba Barkan (C-488/16)

Defendants: Air Nostrum, Líneas Aéreas del Mediterráneo SA (C-274/16), Hainan Airlines Co. Ltd (C-447/16), Air Nostrum, Líneas Aéreas del Mediterráneo SA (C-448/16)

Operative part of the judgment

1) *The second indent of Article 5(1)(b) 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 must be interpreted as not applying to a defendant domiciled in a third State, such as the defendant in the main proceedings.*

2) *Article 5(1)(a) of Regulation No 44/2001 must be interpreted as meaning that the concept of 'matters relating to a contract', for the purposes of that provision, covers a claim brought by air passengers for compensation for the long delay of a connecting flight, made under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91, against an operating air carrier with which the passenger concerned does not have contractual relations.*

3) *The second indent of Article 5(1)(b) of Regulation No 44/2001 and the second indent of Article 7(1)(b) 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 must be interpreted as meaning that, in the case of a connecting flight, the 'place of performance' of that flight, for the purposes of those provisions, is the place of arrival of the second leg, where the carriage on both flights was operated by two different air carriers and the action for compensation for the long delay of that connecting flight under Regulation No 261/2004 is based on an irregularity which took place on the first of those flights, operated by the air carrier with which the passengers concerned do not have contractual relations.*

([1]) OJ C 343, 19.9.2016.
OJ C 428, 21.11.2016.

Judgment of the Court (Grand Chamber) of 6 March 2018 (request for a preliminary ruling from the Bundesgerichtshof — Germany) — Slowakische Republik v Achmea BV

(Case C-284/16) ([1])

(Reference for a preliminary ruling — Bilateral investment treaty concluded in 1991 between the Kingdom of the Netherlands and the Czech and Slovak Federative Republic and still applicable between the Kingdom of the Netherlands and the Slovak Republic — Provision enabling an investor from one Contracting Party to bring proceedings before an arbitral tribunal in the event of a dispute with the other Contracting Party — Compatibility with Articles 18, 267 and 344 TFEU — Concept of 'court or tribunal' — Autonomy of EU law)

(2018/C 161/07)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant: Slowakische Republik

Defendant: Achmea BV

Operative part of the judgment

Articles 267 and 344 TFEU must be interpreted as precluding a provision in an international agreement concluded between Member States, such as Article 8 of the Agreement on encouragement and reciprocal protection of investments between the Kingdom of the Netherlands and the Czech and Slovak Federative Republic, under which an investor from one of those Member States may, in the event of a dispute concerning investments in the other Member State, bring proceedings against the latter Member State before an arbitral tribunal whose jurisdiction that Member State has undertaken to accept.

([1]) OJ C 296, 16.8.2016.

Judgment of the Court (Second Chamber) of 8 March 2018 (request for a preliminary ruling from the Oberlandesgericht Düsseldorf — Germany) — DOCERAM GmbH v CeramTec GmbH

(Case C-395/16) ([1])

(Reference for a preliminary ruling — Intellectual and industrial property — Regulation (EC) No 6/2002 — Community design — Article 8(1) — Features of appearance of a product solely dictated by its technical function — Criteria for assessment — Existence of alternative designs — Consideration of the point of view of an 'objective observer')

(2018/C 161/08)

Language of the case: German

Referring court

Oberlandesgericht Düsseldorf

Parties to the main proceedings

Applicant: DOCERAM GmbH

Defendant: CeramTec GmbH

Operative part of the judgment

(1) *Article 8(1) of Council Regulation (EC) No 6/2002 of 12 December 2001 on Community designs must be interpreted as meaning that in order to determine whether the features of appearance of a product are exclusively dictated by its technical function, it must be established that the technical function is the only factor which determined those features, the existence of alternative designs not being decisive in that regard.*

(2) *Article 8(1) of Regulation No 6/2002 must be interpreted as meaning that, in order to determine whether the relevant features of appearance of a product are solely dictated by its technical function, within the meaning of that provision, the national court must take account of all the objective circumstances relevant to each individual case. In that regard, there is no need to base those findings on the perception of an 'objective observer'.*

([1]) OJ C 419, 14.11.2016.