



## Reports of Cases

### Case C-249/16

**Saale Kareda**  
v  
**Stefan Benkö**

(Request for a preliminary ruling from the Oberster Gerichtshof)

(Reference for a preliminary ruling — Jurisdiction in civil and commercial matters — Regulation (EU) No 1215/2012 — Article 7(1) — Concepts of ‘matters relating to a contract’ and of a ‘contract for the provision of services’ — Recourse claim between jointly and severally liable debtors under a credit agreement — Determination of the place of performance of the credit agreement)

Summary — Judgment of the Court (Third Chamber), 15 June 2017

- Judicial cooperation in civil matters — Jurisdiction and the enforcement of judgments in civil and commercial matters — Regulation No 1215/2012 — Concept of matters relating to a contract — Recourse claim between jointly and severally liable debtors under a credit agreement — Included*  
*(European Parliament and Council Regulation No 1215/2012, Art. 7(1))*
- Judicial cooperation in civil matters — Jurisdiction and the enforcement of judgments in civil and commercial matters — Regulation No 1215/2012 — Special jurisdiction — Jurisdiction in matters relating to a contract within the meaning of Article 7(1)(b) — Provision of services — Concept — Credit agreement between a credit institution and two jointly and severally liable debtors — Included*  
*(European Parliament and Council Regulation No 1215/2012, Art. 7(1)(b), second indent)*
- Judicial cooperation in civil matters — Jurisdiction and the enforcement of judgments in civil and commercial matters — Regulation No 1215/2012 — Special jurisdiction — Jurisdiction in matters relating to a contract within the meaning of Article 7(1)(b) — Determination of the place of performance of the contractual obligation — Credit agreement between a credit institution and two jointly and severally liable debtors — Place where that institution has its registered office — That place also determines who has special jurisdiction to hear an action for recourse between those debtors*

*(European Parliament and Council Regulation No 1215/2012, Art. 7(1)(b), second indent)*

1. Article 7(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 must be interpreted as meaning that a recourse claim between jointly and severally liable debtors under a credit agreement constitutes a ‘matter relating to a contract’, as referred to in that provision.

(see para. 33, operative part 1)

2. The second indent of Article 7(1)(b) of Regulation No 1215/2012 must be interpreted as meaning that a credit agreement, such as that at issue in the main proceedings, between a credit institution and two jointly and severally liable debtors, must be classified as a ‘contract for the provision of services’ for the purposes of that provision.

According to the Court’s case-law, the concept of ‘services’, within the meaning of Article 5(1)(b) of Regulation No 44/2001, the wording of which is identical to that of Article 7(1)(b) of Regulation No 1215/2012, implies, at the least, that the party who provides the service carries out a particular activity in return for remuneration (see, to that effect, judgment of 14 July 2016, *Granarolo*, C-196/15, EU:C:2016:559, paragraph 37 and the case-law cited).

As the Advocate General has observed in point 40 of his Opinion, in a credit agreement between a credit institution and a borrower, the supply of services lies in the transfer of a sum of money by the credit institution to the borrower, in return for fees paid by the borrower, in principle, in the form of interest.

It must therefore be held that such a credit agreement must be classified as a ‘contract for the provision of services’, within the meaning of the second indent of Article 7(1)(b) of Regulation No 1215/2012.

(see paras 35-38, operative part 2)

3. The second indent of Article 7(1)(b) of Regulation No 1215/2012 must be interpreted as meaning that, where a credit institution has granted a loan to two jointly and severally liable debtors, the ‘place in a Member State where, under the contract, the services were provided or should have been provided’, within the meaning of that provision, is, unless otherwise agreed, the place where that institution has its registered office, and this also applies with a view to determining the territorial jurisdiction of the court called upon to hear and determine an action for recourse between those joint debtors.

(see para. 46, operative part 3)