

2. Must the reference to the rules of the *lex causae* in Article 13 of Regulation No 1346/2000, for establishing whether 'that law does not allow any means of challenging that act in the relevant case', be interpreted as meaning that the party bearing the burden of proof must show that, in the specific circumstances of the case, the *lex causae* does not provide, in general or in the abstract, any means to challenge an act such as that which, in the present case, was considered detrimental — namely the payment of a contractual debt — or as meaning that the party bearing the burden of proof must show that, where the *lex causae* allows an act of that type to be challenged, the conditions to be met in order for such a challenge to be upheld in the relevant case, which differ from those of the *lex fori concursus*, have not actually been fulfilled?
3. Is the derogation provided for in Article 13 of Regulation 1346/2000 — bearing in mind its objective of protecting the legitimate expectations of the parties concerning the stability of the act in accordance with the *lex causae* — applicable even when the parties to a contract have their head offices in a single Member State, whose law can therefore be expected to be intended to become the *lex fori concursus* in the event of insolvency on the part of one of those parties, and the parties, via a contractual clause designating the law of another Member State as the law applicable, exclude the setting aside of acts performed under the contract from the application of the mandatory rules of the *lex fori concursus* imposed in order to protect the principle that all creditors should be treated equally, to the detriment of all the creditors in the event of insolvency?
4. Must Article 1(1) of Regulation No 593/2008 ⁽²⁾ be interpreted as meaning that 'situations involving a conflict of laws' for the purposes of the application of that regulation also include a situation involving a charter contract concluded in a Member State between companies with their head offices in the same Member State, with a clause designating the law of another Member State as the law applicable?
5. If the answer to Question 4 is in the affirmative, must Article 3(3) of Regulation No 593/2008, read in conjunction with Article 13 of Regulation No 1346/2000, be interpreted as meaning that where the parties choose to subject a contract to the law of a Member State other than that in which 'all the other elements relevant to the situation' are located, that does not affect the application of mandatory rules under the law of the latter Member State, which apply as the *lex fori concursus*, for the purpose of challenging acts performed before the insolvency to the detriment of all the creditors, thereby prevailing over the derogation provided for in Article 13 of Regulation No 1346/2000?

⁽¹⁾ Council regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings (OJ 2000 L 160, p. 1).

⁽²⁾ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ 2008 L 177, p. 6).

**Request for a preliminary ruling from the Supremo Tribunal Administrativo (Portugal) lodged on
5 February 2016 — Associação Sindical dos Juízes Portugueses v Tribunal de Contas**

(Case C-64/16)

(2016/C 156/32)

Language of the case: Portuguese

Referring court

Supremo Tribunal Administrativo

Parties to the main proceedings

Applicant: Associação Sindical dos Juízes Portugueses

Defendant: Tribunal de Contas

Question referred

In view of the mandatory requirements of eliminating the excessive budget deficit and of financial assistance regulated by EU rules, must the principle of judicial independence, enshrined in the second subparagraph of Article 19(1) TEU, in Article 47 of the Charter of Fundamental Rights of the European Union ⁽¹⁾ and in the case-law of the Court of Justice, be interpreted as meaning that it precludes the measures to reduce remuneration that are applied to the judiciary in Portugal, where they are imposed unilaterally and on an ongoing basis by other constitutional authorities and bodies, as is the consequence of Article 2 of Law No 75/2014 of 12 September?

⁽¹⁾ OJ 2000 C 364, p. 1.

**Request for a preliminary ruling from the Tribunale Ordinario di Verona (Italy) lodged on
10 February 2016 — Livio Menini and Maria Antonia Rampanelli v Banco Popolare — Società
Cooperativa**

(Case C-75/16)

(2016/C 156/33)

Language of the case: Italian

Referring court

Tribunale Ordinario di Verona

Parties to the main proceedings

Applicants: Livio Menini and Maria Antonia Rampanelli

Defendant: Banco Popolare — Società Cooperativa

Questions referred

1. In so far as it provides that Directive 2013/11 ⁽¹⁾ 'shall be without prejudice to Directive 2008/52', ⁽²⁾ must Article 3(2) of Directive 2013/11 be construed as meaning that it is without prejudice to the possibility for individual Member States of providing for compulsory mediation solely in those cases which do not fall within the scope of Directive 2013/11, that is to say the cases referred to in Article 2(2) of Directive 2013/11, contractual disputes arising out of contracts other than sales or service contracts, as well as those which do not concern consumers?
2. In so far as it guarantees consumers the possibility of submitting complaints against traders to appropriate entities offering alternative dispute resolution procedures, must Article 1 ... of Directive 2013/11 be interpreted as meaning that it precludes a national rule which requires the use of mediation in one of the disputes referred to in Article 2(1) of Directive 2013/11 as a precondition for the bringing of legal proceedings by the consumer, and, in any event, as precluding a national rule that requires a consumer taking part in mediation relating to one of the abovementioned disputes to be assisted by a lawyer and to bear the related costs, and allows a party not to participate in mediation only on valid grounds?

⁽¹⁾ Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ 2013 L 165, p. 63).

⁽²⁾ Directive 2008/52/EC of the European Parliament and of the Council of 21 May 2008 on certain aspects of mediation in civil and commercial matters (OJ 2008 L 136, p. 3).
