

**Parties to the main proceedings**

*Applicant:* Ibercaja Banco SAU

*Defendant:* José Cortés González

**Operative part of the order**

*Council Directive 93/13/EEC of 5 April 2003 on unfair terms in consumer contracts must be interpreted as meaning that:*

- *Article 3(1) and Article 4(1) thereof do not permit the law of a Member State to restrict the discretion of a national court in respect of a finding of unfair terms in a mortgage contract concluded between a consumer and a professional, and*
- *Article 6(1) and Article 7(1) thereof require that national law may not prevent that court from setting aside such a term if it were found to be ‘unfair’, within the meaning of Article 3(1) of that directive.*

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<sup>(1)</sup> OJ C 48, 8.2.2016.

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**Request for a preliminary ruling from the Curtea de Apel Bacău (Romania) lodged on 27 July 2015 —  
Ovidiu Rîpanu v Compania Națională ‘Loteria Română’ S.A.**

(Case C-407/15)

(2016/C 200/07)

*Language of the case: Romanian*

**Referring court**

Curtea de Apel Bacău (România)

**Parties to the main proceedings**

*Applicant:* Ovidiu Rîpanu

*Defendant:* Compania Națională ‘Loteria Română’ S.A.

By order of 18 February 2016, the Court (Tenth Chamber) declared that it clearly lacked jurisdiction to reply to the question submitted.

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**Request for a preliminary ruling from the Tribunale civile e penale di Cagliari (Italy) lodged on  
29 February 2016 — Salumificio Murru SpA v Autotrasporti di Marongiu Remigio**

(Case C-121/16)

(2016/C 200/08)

*Language of the case: Italian*

**Referring court**

Tribunale civile e penale di Cagliari

**Parties to the main proceedings**

*Applicant:* Salumificio Murru SpA

*Defendant:* Autotrasporti di Marongiu Remigio

**Questions referred**

1. Must Article 101 TFEU, in conjunction with Article 4(3) TEU, be interpreted as precluding national legislation, such as that provided for in Article 83bis(10) of Legislative Decree 112/2008, in so far as the price of road haulage services on behalf of third parties may not be lower than minimum operating costs determined by the Ministry of Infrastructure and Transport and is not left to be freely determined by the contracting parties?
2. In the light of the Ministry of Infrastructure and Transport's status of public authority, may the competition rules in the internal market be restricted by the national legislation in order to pursue the aim of maintaining road safety?

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**Request for a preliminary ruling from the Audiencia Provincial de Burgos (Spain) lodged on 7 March 2016 — Juan Moreno Marín, María Almudena Benavente Cárdbaba and Rodrigo Moreno Benavente v Abadía Retuerta, S.A.**

(Case C-139/16)

(2016/C 200/09)

*Language of the case: Spanish*

**Referring court**

Audiencia Provincial de Burgos

**Parties to the main proceedings**

*Applicant:* Juan Moreno Marín, María Almudena Benavente Cárdbaba and Rodrigo Moreno Benavente

*Other party:* Abadía Retuerta, S.A.

**Questions referred**

1. May the prohibitions in Article 3(1)(c) of Directive 2008/95<sup>(1)</sup> include the use of a sign referring to the characteristic of a product or service which is that it can be found in abundance in a single place with a high degree of value and quality?
2. May a sign with these characteristics be regarded as a sign of geographical origin in so far as the product or service will always be concentrated in a specific physical area?

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<sup>(1)</sup> Directive 2008/95/EC of the European Parliament and of the Council of 22 October 2008 to approximate the laws of the Member States relating to trade marks (OJ 2008 L 299, p. 25).

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