

V

(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Order of the Court (Sixth Chamber) of 7 July 2016 — HIT Groep BV v European Commission

(Case C-514/15 P) ⁽¹⁾

(Appeal — Article 181 of the Rules of Procedure of the Court — Competition — Agreements, decisions and concerted practices — European prestressing steel market — Regulation (EC) No 1/2003 — Article 23(2) — Calculation of the amount of the fine — Upper limit of the fine — Total turnover in the ‘preceding business year’ — Reference to a business year other than the one preceding the adoption of the contested decision — Principle of proportionality)

(2016/C 364/03)

Language of the case: Dutch

Parties

Appellant: HIT Groep BV (represented by: G. van der Wal and L. Parret, advocaten)

Other party to the proceedings: European Commission (represented by: P. Van Nuffel, S. Noë and V. Bottka, acting as Agents)

Operative part of the order

1. *The appeal is dismissed.*
2. *Hit Groep BV shall pay the costs.*

⁽¹⁾ OJ C 398, 30.11.2015.

Request for a preliminary ruling from the Szegedi Közigazgatási és Munkaügyi Bíróság (Hungary) lodged on 19 July 2016 — Lombard Ingatlan Lízing Zrt. v Nemzeti Adó- és Vámhivatal Fellebbviteli Igazgatóság

(Case C-404/16)

(2016/C 364/04)

Language of the case: Hungarian

Referring court

Szegedi Közigazgatási és Munkaügyi Bíróság

Parties to the main proceedings

Applicant: Lombard Ingtatlan Lizing Zrt.

Defendant: Nemzeti Adó- és Vámhivatal Fellebbviteli Igazgatóság

Questions referred

1. Is the concept of refusal in Article 90(1) of Directive 2006/112/EC ⁽¹⁾ of 28 November 2006 on the common system of value added tax ('the VAT Directive') to be interpreted as including a situation in which, under a closed-end financial leasing agreement, the lessor under the lease ('the lessor') may no longer claim payment of the leasing instalment from the lessee under the lease ('the lessee') because the lessor has terminated the agreement owing to breach of contract by the lessee?
2. If the answer is in the affirmative, may the lessor, in accordance with Article 90(1) of the VAT Directive, reduce the taxable amount, even if the national legislature, availing itself of the option provided in Article 90(2) of the VAT Directive, has not allowed reduction of the taxable amount in the event of total or partial non-payment?

⁽¹⁾ OJ 2006 L 347, p. 1.

Appeal brought on 22 July 2016 by Holistic Innovation Institute, SLU against the judgment of the General Court (Sixth Chamber) delivered on 12 May 2016 in Case T-468/14 Holistic Innovation Institute v Commission

(Case C-411/16 P)

(2016/C 364/05)

Language of the case: Spanish

Parties

Appellant: Holistic Innovation Institute, SLU (represented by: J.J. Marín López, abogado)

Other party to the proceedings: European Commission

Form of order sought

The appellant claims that the Court of Justice should:

- Set aside the judgment of the General Court (Sixth Chamber) of 12 May 2016 in Case T-468/14 *Holistic Innovation Institute, SLU v Commission*, in so far as it held that the action for annulment of Commission Decision ARES (2014) 710158 of 13 March 2014, excluding the applicant's participation in the eDIGIREGION project, was brought before the General Court out of time;
- Refer the case back to the General Court for judgment on the substance of the action brought by Holistic Innovation Institute, SLU for annulment of Commission Decision ARES (2014) 710158 of 13 March 2014 excluding the applicant's participation in the eDIGIREGION project;
- Set aside the judgment of the General Court (Sixth Chamber) of 12 May 2016 in Case T-468/14 *Holistic Innovation Institute, SLU v Commission*, in so far as it dismissed the claim for compensation, and instead hold that the Commission must compensate the appellant in the terms set out in the application, or, should the Court of Justice uphold the two heads of claim set out previously, refer the case back to the General Court for it to adjudicate anew on the applicant's claim for compensation.