

**Parties to the main proceedings**

*Applicant:* Commissioners for Her Majesty's Revenue and Customs

*Defendant:* DPAS Limited

**Operative part of the judgment**

Article 135(1)(d) of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax must be interpreted as meaning that the exemption from value added tax which is provided for therein for transactions concerning payments and transfers does not apply to a supply of services, such as that at issue in the main proceedings, which consists for the taxable person in requesting from the relevant financial institutions, first, that a sum of money be transferred from a patient's bank account to that of the taxable person pursuant to a direct debit mandate and, second, that that sum, after deduction of the remuneration due to that taxable person, be transferred from the latter's bank account to the respective bank accounts of that patient's dentist and insurer.

<sup>(1)</sup> OJ C 78, 13.3.2017.

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**Judgment of the Court (Third Chamber) of 25 July 2018 — Société des produits Nestlé SA v Mondelez UK Holdings & Services Ltd, formerly Cadbury Holdings Ltd, European Union Intellectual Property Office (EUIPO) (C-84/17 P), Mondelez UK Holdings & Services Ltd, formerly Cadbury Holdings Ltd v European Union Intellectual Property Office (EUIPO), Société des produits Nestlé SA (C-85/17 P), European Union Intellectual Property Office (EUIPO) v Mondelez UK Holdings & Services Ltd, formerly Cadbury Holdings Ltd, Société des produits Nestlé SA (C-95/17 P)**

**(Joined Cases C-84/17 P, C-85/17 P and C-95/17 P) <sup>(1)</sup>**

**(Appeal — EU trade mark — Three-dimensional mark representing the shape of a four-fingered chocolate bar — Appeal directed against the grounds — Inadmissibility — Regulation (EC) No 207/2009 — Article 7(3) — Evidence of distinctive character acquired through use)**

(2018/C 328/11)

Language of the case: English

**Parties**

*Appellants:* Société des produits Nestlé SA (represented by: G.S.P. Vos, advocaat, and S. Malynicz QC) (C-84/17 P), Mondelez UK Holdings & Services Ltd, formerly Cadbury Holdings Ltd (represented by: T. Mitcheson QC and J. Lane Heald, Barrister, instructed by P. Walsh, J. Blum and C. MacLeod, Solicitors) (C-85/17 P), European Union Intellectual Property Office (EUIPO) (represented by: A. Folliard-Monguiral, acting as Agent) (C-95/17 P)

*Other parties to the proceedings:* Mondelez UK Holdings & Services Ltd, formerly Cadbury Holdings Ltd (represented by: T. Mitcheson QC and J. Lane Heald, Barrister, instructed by P. Walsh and J. Blum, Solicitors), European Union Intellectual Property Office (EUIPO), (represented by: A. Folliard-Monguiral, acting as Agent) (C-84/17 P), European Union Intellectual Property Office (EUIPO) (represented by: A. Folliard-Monguiral, acting as Agent), Société des produits Nestlé SA, (represented by: G.S.P. Vos, advocaat, and S. Malynicz QC) (C-85/17 P), Mondelez UK Holdings & Services Ltd, formerly Cadbury Holdings Ltd (represented by: T. Mitcheson QC and J. Lane Heald, Barrister, instructed by P. Walsh and J. Blum, Solicitors), Société des produits Nestlé SA (represented by: G.S.P. Vos, advocaat, and S. Malynicz QC) (C-95/17 P)

*Interveners in support of the appellant in Case C-84/17 P:* European Association of Trade Mark Owners (MARQUES) (represented by: M. Viefhues, Rechtsanwalt)

**Operative part of the judgment**

The Court:

1. Dismisses the appeals;
2. Orders *Société des produits Nestlé SA, European Association of Trade Mark Owners (MARQUES), Mondelez UK Holdings & Services Ltd and the European Union Intellectual Property Office (EUIPO)* to bear their own costs.

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<sup>(1)</sup> OJ C 178, 6.6.2017, p. 4.  
OJ C 161, 22.5.2017, p. 9.

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**Judgment of the Court (Sixth Chamber) of 25 July 2018 (request for a preliminary ruling from the Juzgado de lo Social n.º 2 de Terrassa — Spain) — Gardenia Vernaza Ayovi v Consorci Sanitari de Terrassa**

(Case C-96/17) <sup>(1)</sup>

**(Reference for a preliminary ruling — Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP — Consequences of a disciplinary dismissal found to be ‘unfair’ — Definition of ‘working conditions’ — Temporary worker with a contract of indefinite duration — Difference in treatment between permanent workers and temporary workers with a fixed-term contract or contract of indefinite duration — Reinstatement of the worker or granting of compensation)**

(2018/C 328/12)

Language of the case: Spanish

**Referring court**

Juzgado de lo Social n.º 2 de Terrassa

**Parties to the main proceedings**

Applicant: Gardenia Vernaza Ayovi

Defendant: Consorci Sanitari de Terrassa

**Operative part of the judgment**

Clause 4(1) of the framework agreement on fixed-term work concluded on 18 March 1999, which is annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, must be interpreted as not precluding national legislation, such as that at issue in the main proceedings, according to which, when the disciplinary dismissal of a permanent worker in the service of a public authority is declared wrongful, the worker in question must be reinstated, whereas, in the same situation, a worker employed under a temporary contract or a temporary contract of indefinite duration performing the same duties as that permanent worker need not be reinstated but instead may receive compensation.

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<sup>(1)</sup> OJ C 151, 15.5.2017.