

4. Orders Kendrion NV to bear its own costs and to pay all the costs incurred by the European Union, represented by the Court of Justice of the European Union, in relation to the present appeal, and to bear its own costs at first instance;
5. Orders the European Union, represented by the Court of Justice of the European Union, to bear its own costs incurred at first instance;
6. Orders the European Commission to bear its own costs of both the proceedings at first instance and of the present appeal.

⁽¹⁾ OJ C 161, 22.5.2017.

Judgment of the Court (First Chamber) of 13 December 2018 — European Union, represented by the Court of Justice of the European Union v Plásticos Españoles SA (ASPLA), Armando Álvarez, SA, European Commission (C-174/17 P), Plásticos Españoles, SA (ASPLA), Armando Álvarez, SA v European Union, represented by the Court of Justice of the European Union, European Commission (C-222/17 P)

(Joined Cases C-174/17 P and C-222/17 P) ⁽¹⁾

(Appeal — Actions for damages — Second paragraph of Article 340 TFEU — Excessive duration of the proceedings in two cases before the General Court of the European Union — Compensation for damage allegedly suffered by the applicants — Material damage — Bank guarantee charges — Causal link — Default interest)

(2019/C 65/04)

Language of the case: Spanish

Parties

(Case C-174/17 P)

Appellant: European Union represented by the Court of Justice of the European Union (represented initially by J. Inghelram, Á.M. Almendros Manzano and P. Giusta, acting as Agents, and subsequently by J. Inghelram and Á.M. Almendros Manzano, acting as Agents)

Other parties to the proceedings: Plásticos Españoles SA (ASPLA), Armando Álvarez, SA (represented by: M. Troncoso Ferrer, C. Ruixó Claramunt and S. Moya Izquierdo, abogados), European Commission (represented by: C. Urraca Caviedes, S. Noë, F. Erlbacher and F. Castilla Contreras, acting as Agents)

(Case C-222/17 P)

Appellants: Plásticos Españoles, SA (ASPLA), Armando Álvarez, SA (represented by: S. Moya Izquierdo and M. Troncoso Ferrer, abogados)

Other parties to the proceedings being: European Union, represented by the Court of Justice of the European Union (represented initially by J. Inghelram, Á.M. Almendros Manzano and P. Giusta, acting as Agents, and subsequently by J. Inghelram and Á.M. Almendros Manzano, acting as Agents), European Commission

Operative part of the judgment

The Court:

1. Sets aside point 1 of the operative part of the judgment of the General Court of the European Union of 17 February 2017, ASPLA and Armando Álvarez v European Union (T-40/15, EU:T:2017:105);
2. Dismisses the appeal in Case C-222/17 P brought by Plásticos Españoles SA (ASPLA) and Armando Álvarez SA;

3. Dismisses the claim for damages brought by Plásticos Españoles SA (ASPLA) and Armando Álvarez SA inasmuch as it seeks to obtain compensation in the amount of EUR 3 495 038,66 for the material damage suffered as a result of the fact that the reasonable time for adjudicating was exceeded in the cases which gave rise to the judgments of 16 November 2011, ASPLA v Commission (T-76/06, not published, EU:T:2011:672), and of 16 November 2011, Álvarez v Commission (T-78/06, not published, EU:T:2011:673);
4. Orders Plásticos Españoles SA (ASPLA) and Armando Álvarez SA to bear their own costs and to pay all the costs incurred by the European Union, represented by the Court of Justice of the European Union, in relation to the present appeals, and to bear their own costs at first instance;
5. Orders the European Union, represented by the Court of Justice of the European Union, to bear its own costs incurred at first instance;
6. Orders the European Commission to bear its own costs of both the proceedings at first instance and of the appeal in Case C-174/17 P.

⁽¹⁾ OJ C 161, 22.5.2017.
OJ C 213, 3.7.2017.

Judgment of the Court (Eighth Chamber) of 19 December 2018 (request for a preliminary ruling from the Consiglio di Stato — Italy) — Autorità Garante della Concorrenza e del Mercato — Antitrust, Coopservice Soc. coop. arl v Azienda Socio-Sanitaria Territoriale della Vallecamonica — Sebino (ASST), Azienda Socio-Sanitaria Territoriale del Garda (ASST), Azienda Socio-Sanitaria Territoriale della Valcamonica (ASST)

(Case C-216/17) ⁽¹⁾

(Reference for a preliminary ruling — Directive 2004/18/EC — Article 1(5) — Article 32(2) — Award of public works contracts, public supply contracts and public service contracts — Framework agreements — Clause extending the framework agreement to other contracting authorities — Principles of transparency and equal treatment of economic operators — No determination of the quantity covered by subsequent public procurement contracts or determination by reference to the usual requirements of the contracting authorities that are not signatories to the framework agreement — Prohibition)

(2019/C 65/05)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Applicants: Autorità Garante della Concorrenza e del Mercato — Antitrust, Coopservice Soc. coop. arl

Defendants: Azienda Socio-Sanitaria Territoriale della Vallecamonica — Sebino (ASST), Azienda Socio-Sanitaria Territoriale del Garda (ASST), Azienda Socio-Sanitaria Territoriale della Valcamonica (ASST)

Intervener in support of the defendant: Markas Srl, ATI — Zanetti Arturo & C. Srl e in proprio, Regione Lombardia

Operative part of the judgment

Article 1(5) and the fourth subparagraph of Article 32(2) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts must be interpreted as meaning that:

- a contracting authority may act on its own behalf and on behalf of other contracting authorities that are specifically indicated but are not direct parties to a framework agreement, provided that the requirements as to advertising and legal certainty and, consequently, those relating to transparency are complied with; and