

**Order of the Court (Tenth Chamber) of 14 May 2019 (requests for a preliminary ruling from the Tribunale Amministrativo Regionale per il Lazio — Italy) — Acea Energia SpA (C-406/17), Green Network SpA (C-407/17), Enel Energia SpA (C-408/17) v Autorità Garante della Concorrenza e del Mercato, Autorità per l'Energia Elettrica il Gas e il Sistema Idrico, Autorità per le Garanzie nelle Comunicazioni C-406/17, C-407/18 and C-408/17, Hera Comm Srl (C-417/17) v Autorità Garante della Concorrenza e del Mercato, Autorità per l'Energia Elettrica, il Gas e il Sistema Idrico**

(C-406/17 to C-408/17 and C-417/17) <sup>(1)</sup>

*(Reference for a preliminary ruling — Article 99 of the Rules of Procedure of the Court — Directive 2005/29/EC — Unfair business-to-consumer commercial practices in the internal market — Directive 2009/72/EC — Internal market in electricity — Directive 2009/73/EC — Internal market in natural gas — Directive 2011/83/EU — Aggressive commercial practices — Conclusion of contracts for electricity and natural gas supply which were not requested by consumers — Conclusion of distance or off-premises supply contracts in breach of consumer rights — Competent authority to penalise such conduct)*

(2019/C 288/03)

*Language of the case: Italian*

#### **Referring court**

Tribunale Amministrativo Regionale per il Lazio

#### **Parties to the main proceedings**

*Applicants:* Acea Energia SpA (C-406/17), Green Network SpA (C-407/17), Enel Energia SpA (C-408/17), Hera Comm Srl (C-417/17)

*in the presence of:* Adiconsum — Associazione Difesa Consumatori e Ambiente, Movimento Consumatori, Federconsumatori, Gianluca Salvati, Associazione Codici — Centro per i Diritti del Cittadino, Coordinamento delle associazioni per la difesa dell'ambiente e la tutela dei diritti di utenti e consumatori (Codacons), Tutela Noi Consumatori, Movimento Difesa del Cittadino (C-406/17 to C-408/17)

*Defendants:* Autorità Garante della Concorrenza e del Mercato, Autorità per l'Energia Elettrica il Gas e il Sistema Idrico, Autorità per le Garanzie nelle Comunicazioni (C-406/17 to C-408/17), Autorità Garante della Concorrenza e del Mercato, Autorità per l'Energia Elettrica, il Gas e il Sistema Idrico (C-417/17)

*in the presence of:* Federconsumatori (C-417/17)

#### **Operative part of the order**

Article 3(4) of Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council, and Article 3(2) of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, must be interpreted as not precluding national legislation in accordance with which conduct such as that at issue in the main proceedings, consisting in concluding supply contracts which were not requested by the consumers or consisting in concluding distance or off-premises supply contracts in breach of consumer rights, must be assessed in the light of the provisions of Directives 2005/29 and 2011/83 respectively, with the result that, according to that national legislation, the sectoral regulator, for the purposes of Directive 2009/72/EC of the

European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC and of Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC, is not competent to penalise such conduct.

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(<sup>1</sup>) OJ C 338, 9.10.2017.

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**Order of the Court (Ninth Chamber) of 16 May 2019 (request for a preliminary ruling from the Vilniaus apygardos teismas — Lithuania) — TE, UD, YB, ZC v Luminor Bank AB**

(Case C-8/18) (<sup>1</sup>)

*(Reference for a preliminary ruling — Article 53(2) and Article 99 of the Rules of Procedure of the Court of Justice — Freedom to provide services — Markets in financial instruments — Natural person who has acquired a derivative financial instrument from a bank — Classification of that person within the meaning of EU law)*

(2019/C 288/04)

Language of the case: Lithuanian

**Referring court**

Vilniaus apygardos teismas

**Parties to the main proceedings**

*Applicants:* TE, UD, YB, ZC

*Defendant:* Luminor Bank AB

**Operative part of the order**

Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC, Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, and Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU must be interpreted as not applying to the acquisition of bonds using borrowed funds, such as those at issue in the case in the main proceedings, in so far as those acquisitions were made prior to 1 November 2007.