

2. If the answer to the first question should be in the affirmative, if the legislation adopted by the Member State in order to transpose the Directive provides, in accordance with Article 3(1) of Directive 2001/23/EC, that after the date of the transfer the transferor and the transferee are to be jointly and severally liable for obligations, including those relating to wages, which arose before the date of the transfer as a result of employment contracts existing on the date of the transfer, is an interpretation to the effect that joint and several liability for prior obligations does not apply when the majority of the workforce were taken on by the new contractor as a result of the requirements of the collective agreement for the sector, and the wording of that agreement excludes joint and several liability for obligations preceding the transfer, compatible with that article of the Directive?

⁽¹⁾ OJ 2001 L 82, p. 16.

**Request for a preliminary ruling from the Tribunal Supremo (Spain) lodged on 9 February 2017 —
NCG Banco, S.A. (now Abanca Corporación Bancaria, S.A.) v Alberto García Salamanca Santos**

(Case C-70/17)

(2017/C 121/24)

Language of the case: Spanish

Referring court

Tribunal Supremo

Parties to the main proceedings

Appellant: NCG Banco, S.A. (now Abanca Corporación Bancaria, S.A.)

Respondent: Alberto García Salamanca Santos

Questions referred

1. Must Article 6(1) of Directive 93/13 ⁽¹⁾ be interpreted to the effect that a national court, in appraising the unfairness of an accelerated repayment clause in a mortgage loan contract concluded with a consumer that provides for acceleration upon failure to pay an instalment, in addition to other cases of non-payment of further instalments, may assess the unfairness only of the contractual term or case of non-payment of an instalment and treat the accelerated repayment clause covering non-payment of instalments also laid down on a general basis in the clause as still valid, regardless of whether any specific finding of validity or unfairness has to be deferred to the time when the power is exercised?
2. Does a national court have powers under Directive 93/13 — once an accelerated repayment clause in a loan or credit contract secured by a mortgage is declared unfair — whereby it may take the view that the supplementary application of a provision of national law, even though giving rise to the commencement or continuation of enforcement proceedings against the consumer, appears more favourable to the consumer than a stay of that special mortgage enforcement procedure and may allow the creditor to initiate proceedings to terminate the loan or credit contract, or to claim the sums owing, and ensure the subsequent enforcement of the adverse judgment, without the advantages which the special mortgage enforcement procedure makes available to consumers?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Action brought on 24 February 2017 — European Commission v Republic of Bulgaria

(Case C-97/17)

(2017/C 121/25)

Language of the case: Bulgarian

Parties

Applicant: European Commission (represented by: P. Mihaylova and C. Hermes, acting as Agents)