Other party to the proceedings: Council of the European Union

Form of order sought

The appellant claims that the Court should:

— allow this appeal and set aside paragraphs 1 and 2 of the Court's order contained in the second judgment;

— allow the Bank's re-listing application;

— annul the contested measures insofar as they apply to the Bank; and

— order the Council to pay the costs of the appeal and the costs of the proceedings before the General Court.

Pleas in law and main arguments

The General Court erred in law in that it wrongly attributed no and/or insufficient weight to the evidence adduced by the Bank and thereby distorted the key evidence relevant to the question as to whether the allegations in the contested reasons were substantiated by the Council.

Regardless of the outcome of the first ground of appeal, the General Court erred in law in that it distorted the key evidence relevant to the question as to whether the allegations in the contested reasons were substantiated by the Council and/or erroneously placed the burden of proof of the Bank.

In respect of both the first and second grounds of appeal, had the General Court applied the correct principles and/or had it not distorted the evidence referred to above, it would have annulled the contested measures.

The General Court erred in law in holding that the Council was entitled to re-list the Bank on the basis of reasons that could and should have been advanced prior to the first judgment and that the Council's conduct did not violate Article 266 TFEU as well as the principles of res judicata and/or legal certainty and/or finality and/or effectiveness and/or the right to effective judicial protection and/or the Bank's rights under Article 47 of the EU Charter and/or under Article 6 and Article 13 ECHR and/or its rights to good administration and/or the principle of proportionality.

Request for a preliminary ruling from the Tartu Maakohus (Estonia) lodged on 19 May 2017 — Collect Inkasso OÜ, ITM Inkasso OÜ, Bigbank AS v Rain Aint, Lauri Palm, Raiko Oikimus, Egle Noor, Artjom Konjarov

(Case C-289/17)

(2017/C 249/31)

Language of the case: Estonian

Referring court

Tartu Maakohus

Parties to the main proceedings

Applicants: Collect Inkasso OÜ, ITM Inkasso OÜ, Bigbank AS

Defendants: Rain Aint, Lauri Palm, Raiko Oikimus, Egle Noor, Artjom Konjarov

Questions referred

1.1. Must Article 17(a) of Regulation (EC) No 805/2004 [1] of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims be interpreted as meaning that all the information listed in Article 17(a) of the Regulation must be clearly stated in or together with the document instituting the proceedings, the equivalent document or any summons to a court hearing? Specifically, is certification of a judgment as a European Enforcement Order under Articles 3(1)(b), 6(1)(c) and 17(a) of the regulation excluded if the debtor has not been notified of the address of the institution to which to respond but he has been notified of all the other information listed in Article 17(a)?

1.2. Must Article 18(1)(b) of Regulation (EC) No 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims be interpreted as meaning that, if the proceedings in the Member State of origin do not meet the procedural requirements as set out in Articles 17 of Regulation (EC) No 805/2004, for such non-compliance to be cured all the information listed in Article 18(1)(b) must have been notified to the debtor in due time in or together with the judgment? Specifically, is the issue of a European Enforcement Order excluded if the debtor has not been notified of the address of the institution with which a challenge must be lodged but he has been notified of all the other information listed in Article 18(1)(b)?

([1]) OJ 2004 L 143, p. 15.

Request for a preliminary ruling from the Amtsgericht Düsseldorf (Germany) lodged on 22 May 2017 — EUflight.de GmbH v TUIfly GmbH

(Case C-292/17)

(2017/C 249/32)

Language of the case: German

Referring court

Amtsgericht Düsseldorf

Parties to the main proceedings

Applicant: EUflight.de GmbH

Defendant: TUIfly GmbH

Question referred

Is a flight cancellation still caused by an extraordinary circumstance within the meaning of Article 5(3) of Regulation (EC) No 261/04 ([1]) when the circumstances (here, 'wildcat strike' or 'wave of illness') only indirectly affect the flight in question in that they prompted the air carrier to reschedule its entire flight plan and the new schedule includes the scheduled cancellation of that specific flight? Can an air carrier avoid liability under Article 5(3) of Regulation (EC) No 261/04 where the flight in question, had it not been rescheduled, could have been operated because the crew planned for that flight would have been available if it had not been assigned to other flights through rescheduling?

([1]) Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).

Appeal brought on 6 June 2017 by the Hellenic Republic against the judgment of the General Court (Eighth Chamber) delivered on 30 March 2017 in Case T-112/15, *Hellenic Republic* v *European Commission*

(Case C-341/17 P)

(2017/C 249/33)

Language of the case: Greek

Parties

Appellant: Hellenic Republic (represented by: G. Kanellopoulos, A. Vasilopoulou and E. Leftheriotou)

Other party to proceedings: European Commission