

Parties to the main proceedings

Applicant: Anica Milivojević

Defendant: Raiffeisenbank St. Stefan-Jagerberg-Wolfsberg eGen

Questions referred

- (1) Must Articles 56 and 63 of the Treaty on the Functioning of the European Union be interpreted as precluding the provisions of the Zakon o ništetnosti ugovora o kreditu s međunarodnim obilježjima sklopljenih u Republici Hrvatskoj S neovlaštenim vjerovnikom (Law on the nullity of loan contracts with international features concluded in the Republic of Croatia with an unauthorised creditor; Narodne novine [*Official Gazette*] No 72/2017), in particular the provisions of Article 10 of that Law, which provides for the nullity of loan contracts and other legal acts that are consequential upon the loan contract concluded between a debtor (within the meaning of Articles 1 and 2, first indent, of the said Law) and an unauthorised creditor (within the meaning of Article 2, second indent, of the same Law) or are based on that contract, even if they were concluded before the entry into force of that Law, that nullity taking effect from the moment the contract was entered into, with the result that each of the contracting parties is obliged to return to the other party everything received by it on the basis of the void contract and, when that is impossible or when the nature of the action taken is incompatible with restoration, adequate pecuniary compensation must be paid, based on the prices in force when the judicial decision is delivered?
- (2) Must Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast), in particular Articles 4(1) and 25, be interpreted as precluding provisions of Article 8(1) and (2) of the Zakon o ništetnosti ugovora o kreditu s međunarodnim obilježjima sklopljenih u Republici Hrvatskoj S neovlaštenim vjerovnikom, in which it is laid down that, in disputes relating to loan contracts with international features within the meaning of that Law, the debtor may sue an unauthorised creditor before the courts of the State in which the latter has its registered office or, irrespective of where the unauthorised creditor has its registered office, before the courts of the place where the debtor resides or has his registered office, whereas an unauthorised creditor, within the meaning of that Law, may commence proceedings against the debtor only in the courts of the State in which the latter resides or has his registered office?
- (3) Is it a consumer contract within the meaning of Article 17(1) of Regulation No 1215/2012 and of the legal *acquis* of the Union if the recipient of the loan is a natural person who has concluded a loan contract in order to invest in holiday apartments with the aim of carrying on the business of offering tourists private board and lodging?
- (4) Must Article 24(1) of Regulation No 1215/2012 be interpreted as meaning that jurisdiction is enjoyed by the courts of the Republic of Croatia to hear and determine proceedings seeking a declaration of nullity of a loan contract and of the corresponding memoranda of guarantee, together with cancellation of the registration of a mortgage in the Land Registry, when, in order to guarantee performance of the obligations under the loan contract, that mortgage was secured upon immovable property of the debtor situated within the Republic of Croatia?

Action brought on 5 December 2017 — European Commission v Ireland

(Case C-678/17)

(2018/C 022/43)

Language of the case: English

Parties

Applicant: European Commission (represented by: P.J. Loewenthal, A. Bouchagiar, Agents)

Defendant: Ireland

The applicant claims that the Court should:

- declare that, by failing to take, within the prescribed period, all the measures necessary to recover from Apple Sales International and Apple Operations Europe the State aid declared illegal and incompatible with the internal market by Article 1 of Commission decision (EU) 2017/1283 of 30 August 2016 on State aid SA.38373 (2014/C)(ex 2014/NN) (ex 2014/CP) implemented by Ireland to Apple [...] ⁽¹⁾, Ireland has failed to fulfil its obligations under Articles 2 and 3 of that decision as well as under Article 108(2) TFEU;
- order Ireland to pay the costs.

Pleas in law and main arguments

According to the decision of the European Commission of 30 August 2016 in case SA.38373, Ireland should have recovered within four months the unlawful and incompatible State aid granted to Apple Sales International ('ASI') and Apple Operations Europe ('AOE'). The aid resulted from two tax rulings issued by Ireland in favour of ASI and AOE on 29 January 1991 and 23 May 2007, which enabled those companies to determine their corporation tax liability in Ireland on a yearly basis until 2014.

Ireland did not recover the State aid within four months following the notification of the Commission's decision, as it was obliged to do. Furthermore, Ireland has still not taken all the measures necessary to implement the Commission's decision.

⁽¹⁾ OJ 2017, L 187, p. 1.