

Parties to the main proceedings

Applicant: Dr. Willmar Schwabe GmbH & Co. KG

Defendant: Queisser Pharma GmbH & Co. KG

Operative part of the judgment

1. Article 10(3) of Regulation (EC) No 1924/2006 of the European Parliament and of the Council of 20 December 2006 on nutrition and health claims made on foods, as amended by Commission Regulation (EC) No 107/2008 of 15 January 2008 of the European Parliament and of the Council, must be interpreted as meaning that the requirement which it lays down that any reference to general, non-specific benefits of the nutrient or food must be accompanied by a specific health claim included in the lists provided for in Articles 13 or 14 of that regulation, is not satisfied where the packaging of a food supplement contains a reference to general, non-specific health benefits of a nutrient or food on the front of the packaging, whereas the specific health claim intended to accompany it appears only on the back of that packaging and there is no clear reference, such as an asterisk, between the two;
2. Article 10(3) of Regulation No 1924/2006 as amended by Regulation No 107/2008 must be interpreted as meaning that references to general, non-specific benefits of a nutrient or food for overall good health or health-related well-being must be justified by scientific evidence within the meaning of Articles 5(1)(a) and 6(1) of that regulation. To that end, it suffices for such references to be accompanied by specific health claims included in the lists provided for in Article 13 or Article 14 of that regulation.

⁽¹⁾ OJ C 392, 29.10.2018.

Judgment of the Court (Eighth Chamber) of 30 January 2020 — České dráhy a.s. v European Commission

(Joined Cases C-538/18 P and C-539/18 P) ⁽¹⁾

(Appeal — Competition — Regulation (EC) No 1/2003 — Article 20(4) — Inspection decisions — Duty to state reasons — Reasonable grounds for finding an infringement of competition rules — Evidence lawfully gathered — Inspection ordered on the basis of evidence obtained from a previous inspection)

(2020/C 137/20)

Language of the case: Czech

Parties

Appellant: České dráhy a.s. (represented by: K. Muzikář, advokát, J. Kindl, advokáti)

Other party to the proceedings: European Commission (represented by: P. Rossi, G. Meessen, P. Němečková and M. Šimerdová, Agents)

Operative part of the judgment

The Court:

1. dismisses the appeals;
2. České dráhy a.s. to pay the costs.

(¹) OJ C 392, 29.10.2018.

Judgment of the Court (Second Chamber) of 5 March 2020 (request for a preliminary ruling from the Okresní soud v Ostravě — Czech Republic) — OPR-Finance s. r. o. v GK

(Case C-679/18) (¹)

(Reference for a preliminary ruling — Consumer protection — Directive 2008/48/EC — Credit agreements for consumers — Article 8 — Creditor’s obligation to assess the consumer’s creditworthiness — National rules — Whether limitation may be invoked against the objection of nullity of the agreement raised by the consumer — Article 23 — Penalties — Effective, proportionate and dissuasive nature — National court — Examination by the court of its own motion as to whether that obligation has been complied with)

(2020/C 137/21)

Language of the case: Czech

Referring court

Okresní soud v Ostravě

Parties to the main proceedings

Applicant: OPR-Finance s. r. o.

Defendant: GK

Operative part of the judgment

Articles 8 and 23 of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC must be interpreted as imposing an obligation on a national court to examine, of its own motion, whether there has been a failure to comply with the creditor’s pre-contractual obligation to assess the consumer’s creditworthiness, provided for in Article 8 of that directive, and to draw the consequences arising under national law of a failure to comply with that obligation, on condition that they satisfy the requirements of Article 23. Articles 8 and 23 of Directive 2008/48 must also be interpreted as precluding national rules under which a failure by the creditor to comply with its pre-contractual obligation to assess the consumer’s creditworthiness is penalised by the nullity of the credit agreement, linked with an obligation on the consumer to return the principal sum to the creditor at a time appropriate to the consumer’s financial capacity, solely on condition that that consumer raises an objection of such nullity within a three-year limitation period.

(¹) OJ C 25, 21.1.2019.