2. If the directive does not exclude specific legislation in that situation, does that contract fall within the scope of Article 5 of the directive or of a different instrument? In the event that it is a contract or in the event that it is not, is the directive applicable in the present case?

3. Are such de facto contracts covered by the directive, irrespective of the time they arise, or does the directive apply only to newly acquired or, even more restrictively, to newly built apartments (that is to say, user-installations requesting connection to the district heating network)?

4. If the directive is applicable: does the national legislation infringe Article 5(1)(f), read in conjunction with paragraph 2, which provide for the right to terminate the legal relationship (or the fundamental possibility of doing so)?

5. Thus, in the event that a contract is concluded, is a particular form required, and what information must be provided to the consumer (understood to be the individual owner of an apartment and not a community of separate apartment owners)? Does failure to provide timely and accessible information affect the existence of a legal relationship?

6. In order to be a party to such a legal relationship, is a specific request necessary, thus a formally expressed intention of the consumer?

7. If a contract, be it formal or informal, is concluded, does heating of the common parts of the building (in particular the stairwells) form part of the subject matter of the contract and has the consumer ordered a service in that area of the building, if no request has been expressly made for that service by that consumer or even by the whole building in co-ownership (for example, when radiators have been removed — as appears to have happened in a great number of cases — the experts not mentioning that there are heating appliances in the common parts of the building)?

8. In the light of the above, is the fact that the heating supply is terminated in a private apartment relevant (or does it make a difference) as regards the owner's status as a consumer who has requested heating of the common parts of the building?

([1]) 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. Text with EEA relevance
OJ 2011 L 304, p. 64

Appeal brought on 5 January 2018 by Oleksandr Viktorovych Klymenko against the judgment of the General Court (Sixth Chamber) delivered on 8 November 2017 in Case T-245/15: Klymenko v Council

(Case C-11/18 P)

(2018/C 094/15)

Language of the case: English

Parties

Appellant: Oleksandr Viktorovych Klymenko (represented by: M. Phelippeau, avocate)

Other party to the proceedings: Council of the European Union

Form of order sought

The appellant claims that the Court should set aside the Judgment of the General Court (Sixth Chamber) of 8 November 2017 in Case T-245/15.

The appellant requests the Court to grant the relief sought in the proceedings before the General Court below namely:

— to annul Council Decision (CFSP) 2015/364 of 5 March 2015 ([1]); and CouncilImplementing Regulation (EU) 2015/357 of 5 March 2015 ([2]);

— to annul Council Decision (CFSP) 2016/318 of 4 March 2016 ([3]), and CouncilImplementing Regulation (EU) 2016/311 of 4 March 2016 ([4]);

— to annul Council Decision (CFSP) 2017/381 of 3 March 2017 ([5]); and CouncilImplementing Regulation (EU) 2017/374 of 3 March 2017 ([6]),

in so far as those measures concern the Appellant; and to order the Council of the European Union to pay the costs of the appeal and the application for annulment in the statement of modification.

Pleas in law and main arguments

In support of his appeal, the appellant puts forward three grounds.

First, he claims that the General Court was wrong to consider that the Council of the European Union had identified actual and specific reasons justifying the imposition of restrictive measures on him and that the General Court was wrong to describe the Ukrainian Prosecutor General's Office as being a 'high judicial authority'.

Second, he submits that the General Court was wrong to consider that listing criterion contained in the acts at issue corresponded to the objectives of the CFSP.

Third, he maintains that the General Court erred in law in concluding that the restrictive measure was not constitutive of an infringement of the rights to property.

([1]) Council Decision (CFSP) 2015/364 of 5 March 2015 amending Decision 2014/119/CFSP concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine (OJ 2015 L 62 p. 25)
([2]) Council Implementing Regulation (EU) 2015/357 of 5 March 2015 implementing Regulation (EU) No 208/2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine (OJ 2015 L 62, p. 1)
([3]) Council Decision (CFSP) 2016/318 of 4 March 2016 amending Decision 2014/119/CFSP concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine (OJ 2016 L 60, p. 76);
([4]) Council Implementing Regulation (EU) 2016/311 of 4 March 2016 implementing Regulation (EU) No 208/2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine (OJ 2016 L 60, p. 1);
([5]) Council Decision (CFSP) 2017/381 of 3 March 2017 amending Decision 2014/119/CFSP concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine (OJ 2017 L 58, p. 34);
([6]) Council Implementing Regulation (EU) 2017/374 of 3 March 2017 implementing Regulation (EU) No 208/2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine (OJ 2017 L 58, p. 1)

Request for a preliminary ruling from the Svea hovrätt (Sweden) lodged on 11 January 2018 — Textilis Ltd, Ozgur Keskin v Svenskt Tenn Aktiebolag

(Case C-21/18)

(2018/C 094/16)

Language of the case: Swedish

Referring court

Svea hovrätt

Parties to the main proceedings

Applicants: Textilis Ltd, Ozgur Keskin

Defendant: Svenskt Tenn Aktiebolag

Questions referred

1. Is Article 4 of the European Parliament and Council Regulation (EU) 2015/2424 ([1]) of 16 December 2015 amending Council Regulation (EC) No 207/2009 on the Community trade mark, etc., to be interpreted as meaning that Article 7(1)(e)(iii), in its new wording, is applicable to a court's assessment of invalidity (under Article 52(1)(a) of the Trade Marks Regulation) that is made after the entry into force of the amendment, namely after 23 March 2016, even if the action concerns a declaration of invalidity where the action was brought before that date and therefore concerns a trade mark registered before that date?